

1	2	3	4
194	1970 का 89 श्री ए० ए० तिवले और अन्य द्वारा एल० एम० नेलेकर	मण्डार नियंत्रक, मध्य रेलवे, मुम्बई वी० टी०	
195	1970 का 95 श्री ए० आर० महालिंगम और 5 अन्य द्वारा एल० एम० नेलेकर	मुख्य वाणिज्य अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
196	1970 का 864 श्री एन० डी० शिन्दे और 21 अन्य, द्वारा के० आर० मुंसिफ अधिवक्ता	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
197	1970 का 865 श्री शंकर चिमना और 22 अन्य द्वारा के० आर० मुंसिफ ।	—यथोक्त—	
198	1970 का 866 श्री राम हरि और 35 अन्य द्वारा के० आर० मुंसिफ, अधिवक्ता	—यथोक्त—	
199	1970 का 938 श्री वाई० बी० पगाडे और 20 अन्य द्वारा के० आर० मुंसिफ, अधिवक्ता ।	—यथोक्त—	
200	1970 का 1489 श्री टी० के० राजन द्वारा लोको फोरमैन, डीजल लोकोमोटिव, मध्य रेलवे, मुम्बई, कुर्ला	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०	
201	1970 का 1490 श्री एम० महालिंगम	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०	
202	1970 का 1491 श्री जी० एस० कोतेर	—यथोक्त—	
203	1970 का 1492 श्री मारुति राम	—यथोक्त—	
204	1970 का 1493 श्री वी० एल० कलमकर	—यथोक्त—	
205	1970 का 1494 श्री आर० सी० फाले	—यथोक्त—	
206	1970 का 1495 श्री अर्जुन नारायण	—यथोक्त—	
207	1970 का 1496 श्री टी० के० सोनवाने	—यथोक्त—	
208	1970 का 1997 श्री हरी नारायण	—यथोक्त—	
209	1970 का 1498 श्री आर० एस० मोर	—यथोक्त—	
210	1970 का 1499 श्री गणपत भानाजी	—यथोक्त—	
211	1970 का 1500 श्री वसन्त रघुनाथ	—यथोक्त—	
212	1970 का 1501 श्री वामन चिमन	—यथोक्त—	
213	1970 का 1502 श्री मारुति शिवराभ	—यथोक्त—	
214	1970 का 1503 श्री अब्दुल हसन	—यथोक्त—	
215	1970 का 1504 श्री अनन्त जानु	—यथोक्त—	
216	1970 का 1505 श्री कुशल लक्ष्मण	—यथोक्त—	

1	2	3	4
217	1970 का 1506	श्री जी० आर० गोडबोल	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०
218	1970 का 1507	श्री प्रभाकर गोविन्द	-यथोक्त-
219	1970 का 1508	श्री सीताराम बाबू	-यथोक्त-
220	1970 का 1509	श्री बी० पी० जोशी	-यथोक्त-
221	1970 का 1510	श्री एल० एस० देहाड़े द्वारा लोको फोरमैन, डीजल लोकोशैड, मध्य रेलवे, मुम्बई, कुर्ला	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०
222	1970 का 1511	श्री बाबू दागहू	-यथोक्त-
223	1970 का 1512	श्री बालु श्रवण	-यथोक्त-
224	1970 का 1513	श्री के० एम० वाई स्वामी द्वारा लोको फोरमैन, डीजल, लोकोशैड, मध्य रेलवे, मुम्बई, कुर्ला	-यथोक्त-
225	1970 का 1514	श्री मोहम्मद हुसेन	-यथोक्त-
226	1970 का 1515	श्री बाबू बसीर	-यथोक्त-
227	1970 का 1516	श्री एन० आर० मगर	-यथोक्त-
228	1970 का 1517	श्री एस० डी० गुप्त	-यथोक्त-
229	1970 का 1518	श्री एम० बी० धापड़े	-यथोक्त-
230	1970 का 1519	श्री सोमा रघु	-यथोक्त-
231	1970 का 1520	श्री कचरू सोमा	-यथोक्त-
232	1970 का 1521	श्री एन० एस० कालस्कर	-यथोक्त-
233	1970 का 1522	श्री बी० आर० नखल्ले	-यथोक्त-
234	1970 का 1523	श्री एम० बी० गायकवाड़	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०
235	1970 का 1524	श्री एस० डी० नामजोशी	-यथोक्त-
236	1970 का 1525	श्री यशवन्त नारायण	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०
237	1970 का 1526	श्री एफ० रघु	-यथोक्त-
238	1970 का 1527	श्री बालकृष्ण जिपराओ	-यथोक्त-
239	1970 का 1528	श्री रामेश्वर बुन्दो	-यथोक्त-
240	1970 का 1529	श्री आर० बी० चुनेकर	-यथोक्त-
241	1970 का 1530	श्री डी० बी० देवरुखाकर	-यथोक्त-

1	2	3	4
242	1970 का 1531 श्री जी० सुन्दरजन द्वारा लोको फोरमैन, डीजल लोकोशेड, मध्य रेलवे, मुम्बई, कुर्ली	मंडल अधीक्षक, मुम्बई मंडल, मध्य रेलवे, मुम्बई वी० टी०	
243	1970 का 1532 श्री श्रीपत गणपत	-यथोक्त-	
244	1970 का 1533 श्री गोपाल चन्दर	-यथोक्त-	
245	1970 का 1534 श्री एम० बी० टेम्बले	-यथोक्त-	
246	1970 का 1535 श्री बी० सदाशिव	-यथोक्त-	
247	1970 का 1536 श्री सी० गोम्से	-यथोक्त-	
248	1970 का 1537 श्री पी० एल० खरत	-यथोक्त-	
249	1970 का 1538 श्री वी० के रणखम्बे और 50 अन्य द्वारा के० आर० मुंसिफ, अधिवक्ता	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
250	1970 का 1539 श्री नामदेव नारायण और 13 अन्य द्वारा के० आर० मुंसिफ, अधिवक्ता	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
251	1970 का 1540 श्री एन० एन० देवधर द्वारा के० एन० मुंसिफ अधिवक्ता	महाप्रबन्धक, मध्य रेलवे, मुम्बई वी० टी०	
252	1970 का 1541 श्री के० टी० बावस्कर द्वारा एल० एम० नेल्लेकर	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
253	1970 का 1551 श्री एच० के० वेगन्कर द्वारा एस० एम० धरप,	मंडल अधीक्षक, पश्चिम रेलवे, मुम्बई मध्य	
254	1970 का 1628 श्री आर० विकटर द्वारा एस० आर० अय्यर, अधिवक्ता	1. महाप्रबन्धक, पश्चिम रेलवे, चर्चंगेट 2. मंडल कार्मिक अधिकारी, पश्चिम रेलवे, मुम्बई मध्य, मुम्बई-8	
255	1970 का 1631 श्री आर० टी० जम्बोत्कर द्वारा आर० पी० पाटिल, अधिवक्ता	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
256	1970 का 1632 श्री के० डी० सोहानी, 247, नारायण पेठ, पुना-30	1. महाप्रबन्धक, मध्य रेलवे, मुम्बई वी० टी० 2. महाप्रबन्धक, दक्षिण मध्य रेलवे, सिन्दराबाद 3. मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	

1	2	3	4
257	1970 का 1638 श्री आर० एन० सिंह, भजकुल, मुम्बई 8	1. मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी० 2. महाप्रबन्धक, मध्य रेलवे, मुम्बई, वी० टी०	
258	1970 का 1645 श्री बी० बी० वाघ और 9 अन्य, द्वारा मध्य रेलवे कर्मचारी संघ, 25 इब्राहीम मॅसन, दूसरी मंजिल, मुम्बई-12	महाप्रबन्धक, मध्य रेलवे, मुम्बई वी० टी०	
259	1970 का 1646 श्री एस० एस० सत्तदाना	-यथोक्त-	
260	1970 का 1647 श्री डी० आर० मोर	-यथोक्त-	
261	1970 का 1648 श्री पी० एम० वृन्दावन	-यथोक्त-	
262	1970 का 1649 श्री जे० के० कलस्ते	-यथोक्त-	
263	1970 का 1850 श्री आर० बी० नारकर	-यथोक्त-	
264	1970 का 1851 श्री एम० बी० बीचारे,	-यथोक्त-	
265	1970 का 1662 श्री आर० एम० मालवकर	-यथोक्त-	
266	1970 का 1663 श्री ए० एस० देशमुख	-यथोक्त-	
267	1970 का 1664 श्री बी० एम० गूजर	-यथोक्त-	
268	1970 का 1640 श्री बी० एस० चन्द्रचन्द द्वारा एल० एम० नेलकर, अधिवक्ता	मुख्य वाणिज्य अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
269	1970 का 1641 श्री नारायण दत्त द्वारा एल० एम० नेलकर अधिवक्ता ।	-यथोक्त-	
270	1970 का 1642 श्री बी० आर० अम्बेकर	-यथोक्त-	
271	1970 का 1643 श्री बी० आर० अम्बेकर	-यथोक्त-	
272	1970 का 1657 श्री एम० बी० खेरकर	-यथोक्त-	
273	1970 का 1659 श्री बी० एम० गोगते द्वारा	-यथोक्त-	
274	1970 का 1660 श्री दत्त मल और 33 अन्य द्वारा एस० के० मुंसिफ	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
275	1970 का 1661 श्री पी० एम० फराट और 14 अन्य 70-655, गोखले नगर, पूना-16	1. महाप्रबन्धक, मध्य रेलवे, मुम्बई वी० टी० 2. मंडल अधीक्षक, मध्य रेलवे, मुम्बई, वी० टी०	

1	2	3	4
276	1970 का 1662 श्री विठ्ठल मारुवाव और 32 अन्य, द्वारा ए० ए० शेख, पूना	1. महा प्रबन्धक, मध्य रेलवे, मुम्बई वी० टी० 2. मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
277	1970 का 1663 श्री पी० एम० पाराटे और 27 अन्य, पूना-16	1. महाप्रबन्धक, मध्य रेलवे मुम्बई वी० टी० 2. मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
278	1970 का 1664 श्री एन० के० थांडायत और 9 अन्य, द्वारा एस० डी० बोरकर अधिवक्ता	महाप्रबन्धक, पश्चिम रेलवे चर्च गेट	
279	1970 का 1665 श्री त्रिगनी	-यथोक्त-	
280	1970 का 1666 श्री अन्तु बनवारी	-यथोक्त-	
281	1970 का 1667 श्री भदई सादिल	-यथोक्त-	
282	1970 का 1668 श्री एम० बी० शेनवी	-यथोक्त-	
283	1970 का 1669 श्री दुर्गा प्रसाद रामबाग	-यथोक्त-	
284	1970 का 1670 श्री रामदास जगन्नाथ	-यथोक्त-	
285	1970 का 1671 श्री जगदीश रामसिंह	-यथोक्त-	
286	1970 का 1672 श्री यशवन्त आवा	-यथोक्त-	
287	1970 का 1673 श्री विसेसर पंचम	-यथोक्त-	
288	1970 का 1729 श्री डी० जे० चवन और 39 अन्य द्वारा एस० के० मुंसिफ	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
289	1970 का 1730 श्री नारायण सिंह सांसिंह और 12 अन्य द्वारा एस० के० मुंसिफ	-यथोक्त-	
290	1970 का 1731 श्री प्रभाकर रामजी और 54 अन्य द्वारा एस० के० मुंसिफ	-यथोक्त-	
291	1970 का 1736 श्री डी० बी० अभिचन्दानी और 35 अन्य, आर० बी० द्वितीय 48, फ्लैट सं० 7 रेलवे बिल्डिंग सायन अस्पताल के निकट, मुम्बई-22	1. महाप्रबन्धक, मध्य रेलवे, मुम्बई वी० टी० 2. मुख्य कार्मिक अधि-कारी, मध्य रेलवे, मुम्बई वी० टी०	
292	1970 का 2361 श्री हरिश्चन्द्र देसराम, द्वारा एल० एम० नेलकर, अधिवक्ता	मुख्य वाणिज्य अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	
293	1970 का 2369 श्री लक्ष्मण प्रसाद द्वारा आर० पी० पाटिल, अधिवक्ता	मंडल अधीक्षक, मध्य रेलवे, मुम्बई वी० टी०	

1	2	3	4
294	1966 का 154	श्री एच० एस० गदगकर, स्थापन सहायक गार्ड निरीक्षक, मध्य रेलवे पूर्वा ।	महाप्रबन्धक, मध्य रेलवे, मुम्बई बी० टी०
295	1966 का 155	श्री एच० एस० गदगकर	—यथोक्त—
296	1966 का 156	श्री दत्तात्रेय कृष्ण परंजपा सेवानिवृत्त स्थायीमार्ग निरीक्षक (पी० डब्ल्यू० आई०) मध्य रेलवे, जेउर	—यथोक्त—
297	1966 का 157	श्री दत्तात्रेय कृष्ण परंजपा	1. महाप्रबन्धक, मध्य रेलवे मुम्बई बी० टी० 2. मंडल अधीक्षक, मध्य रेलवे शोलापुर ।
298	1969 का 412	श्री डी० बी० मायेकर द्वारा पी० आर० नामजोशी, अधिवक्ता, 32, लिंक-मन्य नगर, एल० एच० रोड, महिम मुम्बई-16	श्री आर० टी० साहनी, मुख्य कार्मिक अधिकारी, मध्य रेलवे, मुम्बई बी० टी०
299	1969 का 413	श्री प्रबाह्णकर अन्नजी पवार	—यथोक्त—
300	1969 का 414	श्री वी० एन० सालवेकर	—यथोक्त—
301	1969 का 415	श्री जे० एस० पांडे	—यथोक्त—
302	1969 का 416	श्री आर० एन० बैनर्जी	—यथोक्त—
303	1969 का 417	श्री सालवे नारायण गामाजी	—यथोक्त—
304	1969 का 418	श्री चम्पालाल रामसा कुमुद	—यथोक्त—
305	1969 का 419	श्री आर० एन० शर्मा	—यथोक्त—
306	1969 का 420	श्री इंद्र देव आम्बु	—यथोक्त—
307	1969 का 421	श्री ए० के० शुक्ल	—यथोक्त—
308	1969 का 422	श्री जी० आर० सपकाले	—यथोक्त—
309	1969 का 423	श्री एम० एन० कुलकर्णी	—यथोक्त—
310	1969 का 424	श्री एम० एल० हुडानी	—यथोक्त—
311	1969 का 425	श्री ए० जे० रेवल्कर	—यथोक्त—
312	1969 का 426	श्री थोमस जोसेफ	—यथोक्त—
313	1969 का 427	श्री भजन लाल	—यथोक्त—
314	1969 का 428	श्री इंदर सिंह बुधसिंह	—यथोक्त—
315	1969 का 429	श्री वी० बी० पांडे	—यथोक्त—
316	1969 का 430	श्री जे० एस० रेकर	—यथोक्त—

1	2	3	4
317	1969 का 431	श्री वाई० आर० काम्बले, द्वारा श्री पी० आर० नामजोशी, अधिवक्ता	श्री आर० टी० साहनी मुख्य कार्मिक अधिकारी, मध्य रेलवे, मुम्बई वी० टी०
318	1969 का 432	श्री तारा लाल हरो प्रसाद	-यथोक्त-
319	1969 का 433	श्री टी० एस० सुन्दरन	-यथोक्त-
320	1969 का 434	श्री गिरमे एस० एल०	-यथोक्त-
321	1969 का 435	श्री ए० एन० नागरकर	-यथोक्त-
322	1969 का 436	श्री आर० एल० सेशवानी	-यथोक्त-
323	1969 का 437	श्री डी० जे० गोम्स	-यथोक्त-
324	1969 का 438	श्री एल० वी० घापड़े	-यथोक्त-
325	1969 का 439	श्री एस० आर० शरोत्रिया	-यथोक्त-
326	1969 का 440	श्री तेजमल हुसैन	-यथोक्त-
327	1969 का 441	श्री ए० के० नइन	-यथोक्त-
328	1969 का 442	श्री बी० वी० अध्यापक	-यथोक्त-
329	1969 का 443	श्री एम० एस० सदानेकर	-यथोक्त-
330	1969 का 444	श्री मुन्नालाल सुखलाल	-यथोक्त-
331	1969 का 445	श्री एल० वी० भिडे	-यथोक्त-
332	1969 का 446	श्री बी० वी० धग	-यथोक्त-
333	1969 का 447	श्री के० आर० राव	-यथोक्त-
334	1969 का 448	श्री डी० जी० गोखले	-यथोक्त-
335	1969 का 455	श्री सुरेन्द्र मोहन मेहता द्वारा श्री पी० आर० नामजोशी, अधिवक्ता	मुख्य कार्मिक अधिकारी, मध्य रेलवे, मुम्बई वी० टी०
336	1969 का 456	श्री जे० के० शर्मा	-यथोक्त-

[सं० एल० 12025/9/71—एल० आर० 3(1)]

S.O.2143.—Whereas the industrial disputes specified in the schedule hereto annexed are pending before the Central Government Industrial Tribunal, Bombay.

And whereas a large number of cases are pending with the said Tribunal;

And whereas, the Central Government desires that the said cases should be disposed of expeditiously;

Now, therefore, in exercise of the powers conferred by sub section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said disputes pending before the Central Government Industrial Tribunal, Bombay and transfers the same to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act, and directs that the said Tribunal shall proceed with the said proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	No. and date of reference	Parties
1.	25/9/68-LRIII dated 26-10-1968 (Reference No. 25/68)	Advance Insurance Co. Ltd., and their workmen.
2.	26/3/68-LRIII dated 25-3-69 (Reference No. 2/69).	Ruby General Insurance Co. Ltd., and their workmen.
3.	73/2/70-Fac. II dated 4-2-1970 (Reference No. 1/70) [Published vide S. O. No. 589, dated 14-2-1970].	Bombay Port Trust and their workmen, represented by Bombay Port Trust Employees Union, Bombay.
4.	40/39/70-LRI dated 16-1-71	New India Assurance Co. Ltd., and their workmen.

[No. L. 12025/9/71-LRIII(iii)]

S. S. SAHASRANAMAN, Under Secy.

का० आ० 2143.—यतः इससे उपाबद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के समक्ष लंबित हैं ;

और यतः उक्त अधिकरण के पास बड़ी संख्या में मामले लंबित हैं ;

और यतः केन्द्रीय सरकार चाहती है कि उक्त मामलों को शीघ्रता से निपटाया जाना चाहिए ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 की 14) की धारा 33ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवादों से संबंधित कार्यवाहियों को, जो केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के समक्ष लंबित हैं एतद्वारा वापस लेती है और उन्हें उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर को अन्तरित करती है और निदेश देती है कि उक्त अधिकरण उक्त कार्यवाहियों पर उस प्रक्रम से कार्यवाही करेगा जिस पर वे उसे अन्तरित की गई हैं और उन्हें विधि के अनुसार नपटाएगा ।

अनुसूची

क्रम सं०	निर्देश की सं० और तारीख	पक्षकार
1.	25/9/68-एल० आर० 3 तारीख 26-10-1968 (निर्देश सं० 25/68)	एडवांस इश्योरेंस कंपनी लिमिटेड और उसके कर्मकार
2.	26/3/68-एल० आर० 3 तारीख 25-3-69 (निर्देश सं० 2/69)	रुबी जनरल इश्योरेंस कंपनी लिमिटेड और उसके कर्मकार
3.	73/2/70-फैक 2 तारीख 4-2-1970 (निर्देश सं० 1/70) (का० आ० सं० 589 तारीख 14-2-70 के अनुसार प्रकाशित)	मुम्बई पत्तन न्यास और उसके कर्मकार जिनका प्रतिनिधित्व मुम्बई पत्तन न्यास एम्पलायीज यूनियन, मुम्बई करती है ।
4.	40/39/70-एल० आर० आर्डी० तारीख 16-1-71	न्यू इंडिया इश्योरेंस कंपनी लिमिटेड और उसके कर्मकार ।

[सं० एल० 12025/9/71-एल० आर० 3 (III)]

एस० एस० सहस्रनामान, अपर सचिव ।

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 21st May 1971

S.O. 2144.—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), and in partial modification of this Ministry's Notification No. 3(2)/LR/69, dated 10th February 1971 [Published in Part II Section 3(ii)] of the Gazette of India, dated 20th March, 1971, the Central Government hereby appoints Superintendent(s) (Non-Gazetted) in the Rehabilitation Department of the Punjab Government as Managing Officer for the purpose of performing, in addition to his/her own duties as Superintendents (non-Gazetted), all the functions assigned to a Managing Officer by or under the said Act in respect of acquired urban and rural evacuee properties and urban and rural agricultural lands forming part of the compensation Pool transferred to the State Government in a 'Package Deal' or under the Administrative and financial arrangements.

[No. 3(2)/LR/69.]

W. G. PATHAK,

Chief Settlement Commissioner-cum-Jt. Secy.

(पुनर्वास विभाग)

(मुख्य बन्दोबस्त आयुक्त का कार्यालय)

नई दिल्ली, 21 मई, 1971

एस० ओ० 2144.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस मंत्रालय की अधिसूचना संख्या 3(2)/एल०आर०/69 दिनांक 10-2-1971, जो कि भारत के राजपत्र के भाग II खंड 3 (ii) में दिनांक 20-3-1971 को प्रकाशित हुई थी, का आंशिक संशोधन करते हुए, केन्द्रीय सरकार इसके द्वारा पंजाब सरकार के पुनर्वास विभाग में अधीक्षकों (अराजपत्रित) को उनके अपने कार्य के अलावा उक्त अधिनियम द्वारा या उसके अधीन, पैकेज डील या प्रशासनिक और वित्तीय व्यवस्थाओं के अन्तर्गत राज्य सरकार को हस्तान्तरित किए गए मुआवजा भण्डार के अन्तर्गत आने वाली अर्जित शहरी और ग्रामीण निश्चान्त सम्पत्तियों और शहरी तथा ग्रामीण कृषि भूमियों, जो मुआवजा पूल का भाग हैं, के बारे में प्रबन्ध अधिकारी को सौंपे गए कार्यों के निष्पादन के लिए, प्रबन्ध अधिकारी के रूप में नियुक्त करती है।

[संख्या 3(2)/एल०आर०/69]

वा० ग० पाठक,

मुख्य बन्दोबस्त आयुक्त

एवं संयुक्त सचिव, भारत सरकार।



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 23] नई दिल्ली, शनिवार, जून 5, 1971/ज्येष्ठ 15, 1893
No. 23] NEW DELHI, SATURDAY, JUNE 5, 1971/JYAISTHA 15, 1893

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF HEALTH AND FAMILY PLANNING

(Department of Health)

NOTIFICATIONS

New Delhi, the 25th May 1971

S.O. 2171.—In exercise of the powers conferred by sub-section (3) of section 12 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendments in the Second Schedule to the said Act, namely:—

In the said Schedule, in the entries relating to the United Kingdom, after the entry relating to the University of Dundee, the following entry shall be inserted, namely:—

“Royal College of Physicians of
United Kingdom

M.R.C.P.

Member

R.C.P. U.K.”

[No. F. 18-20/71-MPT.]

स्वास्थ्य और परिवार नियोजन मंत्रालय

(स्वास्थ्य विभाग)

अधिसूचनाएँ

नई दिल्ली, 25 मई, 1971

एस० ओ० 2171.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 12 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार,

(3137)

भारतीय चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की द्वितीय अनुसूची में निम्नलिखित संशोधन करती है ; नामतः—

उक्त अनुसूची में, ब्रिटेन की प्रविष्टियों में, यूनिवर्सिटी ऑफ़ डुण्डी की प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखली जाय, नामतः—

2 रायल कालेज ऑफ़ एम० आर०सी०पी० —सदस्य— आर०सी०पी० यू०के०
फिजिशियन ऑफ़
यूनाइटेड किंगडम

[सं० फा 18-20/71-एम० पी० टी०]

S.O. 2172.—Whereas Dr. B. P. Rajan, B.Sc., BDS., MDS., No. 1/28, Edward Elliotts Road, Mylapore, Madras-4, has been elected under clause (a) of section 3 of the Dentists Act, 1948 (16 of 1948) to be a member of the Dental Council of India from the State of Tamil Nadu with effect from the 20th March, 1971;

Now, therefore, in pursuance of section 3 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Health No. 3-2/62-MII, dated the 17th October, 1962, namely:—

In the said notification, under the heading "Elected under clause (a) of section 3", for the entry against serial No. 3, the following entry shall be substituted, namely:—

Dr. B. P. Rajan,
B.Sc. BDS., MDS.,
Edward Elliotts Road, Mylapore, Madras-4".

[No. F. 3-10/70-M.P.T.]

एस० ओ० 2172.—यतः दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खंड (क) के अधीन डा० बी० पी० राजन, बी० एस० सी०, बी० डी० एस०, एम० डी० एस०, 1/28 एडवर्ड इलियट्स रोड, मिलापुर, मद्रास-4, 20 मार्च, 1971 से भारतीय दन्त चिकित्सा परिषद् के सदस्य निर्वाचित किये गये हैं ।

अब, अतः उक्त अधिनियम की धारा 3 का पालन करते हुए केन्द्रीय सरकार भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना संख्या 3-2/62-चि० 2 दिनांक 17 अक्टूबर 1962 में एतद्वारा और आगे निम्नलिखित संशोधन करती है ; नामतः

उक्त अधिसूचना में, "धारा 3 के खंड (क) के अधीन चुने गये" शीर्षक के अन्तर्गत क्रम संख्या 3 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखली जाय ; नामतः—

"डा बी० पी० राजन, बी० एस० सी०, बी० डी० एस०, एम० डी० एस०,
एडवर्ड इलियट्स रोड, मिलापुर, मद्रास-4

[सं० फा० 3-10/70-एम० पी० टी०]

ORDER

New Delhi, the 25th May 1971

S.O. 2173.—Whereas by the notification of the Government of India in the late Ministry of Health No. F. 19-23/67-MPT, dated the 23rd November, 1967, the Central Government has directed that the Medical qualification, L.M. & S. (University of Madrid, Spain) shall be recognised medical qualification for the purposes of the Indian Medical Council Act 1956 (102 of 1956);

And whereas Dr. Costilla Barrero Enedina who possesses the said qualification is for the time being attached to the St Vincent's Provincial House, Shanti Ashram, Behrampur (Ganjam District) for the purposes of charitable work

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

- (i) a period of two years from the date of publication of this order in the Official Gazette, or
- (ii) the period during which Dr. Costilla Barrero Enedina is attached to the said St. Vincent's Provincial House, Shanti Ashram, Behrampur (Ganjam District) whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-1/71-M.P.T.]

P. C. ARORA, Under Secy.

आदेश

नई दिल्ली, 25, मई, 1971

एस० न० 2173.—यतः भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की 23 नवम्बर, 1967 की अधिसूचना संख्या एफ 19-23/67-एम०पी० टी० द्वारा केन्द्रीय सरकार ने निदेश दिया है कि भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिये एल० एम० एण्ड एस० (यूनिवर्सिटी ऑव मेडिड, स्पेन) नामक चिकित्सा अर्हता मान्य चिकित्सा होगी;

और यतः डा० कास्टिल्ला बररो इनेडिना, जिसके पास उक्त अर्हता है धर्मार्थ कार्य के प्रयोजन के लिये फिलहाल सैण्ट विन्सेण्ट्स प्राविन्सियल हाउस, शान्ति आश्रम, बरहमपुर (गंजम जिला) के साथ सम्बद्ध है;

अतः अब उक्त अधिनियम की धारा 14 की उप धारा (1) के परन्तुक के खंड (ग) का अनुसरण करते हुए केन्द्रीय सरकार एतद्वारा :

- (1) इस आदेश के सरकारी गजट में प्रकाशित होने की तिथि से दो वर्ष की अवधि, अथवा
- (2) उस अवधि को जब तक डा० कास्टिल्ला बररो इनेडिना उक्त सैण्ट विन्सेण्ट्स प्राविन्सियल हाउस शान्ति आश्रम, बरहमपुर (गंजम जिला) के साथ सम्बद्ध रहते हैं, जो भी कम हो, वह अवधि विनिर्दिष्ट करती है, जिसमें पूर्वोक्त डाक्टर मेडिकल प्रैक्टिस कर सकेंगे।

[सं० फा० 19-1/71-एम० पी० टी०]

पी० सी० अरोरा, अवर सचिव।

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 24th May 1971

S.O. 2174.—In pursuance of the directions issued under the provision of each of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(1) Sub-section(4) of Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).

(2) Sub-Section (4) of Section 5 of the Punjab Cinemas (Regulation) Act, 1952 (Bombay Act XI of 1952).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film
(1)	(2)	(3)	(4)	(5)	(6)
1.	Haryana Samachar Darshan No. 2.	266.70 M	Director of Public Relations, Haryana, Chandigarh.		Film dealing with news and current events (For release in Haryana Circuit only)

[No. F. 28/1/71-FP. App. 1580]

सूचना और प्रसारण मंत्रालय

आदेश

नई दिल्ली, 24 मई, 1971

एस० नो० 2174.—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबंध के अन्तर्गत जारी किये गए निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म मलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके सभी भाषाओं के रूपान्तरों सहित जिसका विवरण उसके सामने उक्त द्वितीय सूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16.
- (2) पंजाब सिनेमा (वित्तियम) अधिनियम 1952 (1952 का 11वां पंजाब अधिनियम) की धारा 5 की उपधारा (4)

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा संबंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डॉक्यूमेंट्री फिल्म है
1	2	3	4	5	6
(1)	हरियाणा समाचार दर्शन संख्या 2	266.70 मीटर	जन सम्पर्क निदेशक, चंडीगढ़	हरियाणा, समाचार और सामयिक घटनाओं की फिल्म (केवल हरियाणा सर्किट के लिये)	

[सं० फ० 28/1/71-एफ पी० परिशिष्ट 1580]

S. O. 2175.—In pursuance of the directions issued under the provision of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
(1)	(2)	(3)	(4)	(5)	(6)
1.	Maharashtra, News No 227	298.00 M	Director of Publicity, Government of Maharashtra Film Centre, 68-Tardeo Road, Bombay-34.		Film dealing with news & current events (For release in Maharashtra circuit only).

[No. F. 28/1/71-FP App.1582]

एस० प्रो० 2175.— इस के साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों का विचार करने के बाद, एतद्द्वारा, इसके साथ लगी द्वितीय अनुसूची

के कालम 2 में दी गयी फिल्म को उसके सभी भाषाओं के रूपान्तरों सहित जिसका विवरण उसके सामने उक्त सूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37 वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16 ।
- (2) बम्बई सिनेमा (विनियम अधिनियम, 1953 (1953 का 11वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9 ।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंटरी फिल्म है
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1	2	3	4	5	6
1	महाराष्ट्र समाचार संख्या 227	298.00 मीटर	प्रचार निदेशक, महाराष्ट्र सरकार फिल्म सेंटर, 68, तारदेव रोड, बम्बई-34	समाचार और सामयिक घटनाओं की फिल्म (केवल महाराष्ट्र सर्किट के लिये)	

[संख्या फ० 28/1/71-एफ० पी० परिशिष्ट 1582]

S.O.2176.—In pursuance of the directions issued under the provision of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section 4 of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).
- (3) Sub-section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
(1)	(2)	(3)	(4)	(5)	(6)
1.	Sachi Khadi (Immoral Traffic)	365.76M	Director of Information, Govt. of Gujarat, Ahmedabad.		Film intended for educational purposes (For release in Gujarat Circuit only).
2.	Mahitichitra No. 137	213.36M	Do.		Film dealing with news & current events (For release in Gujarat Circuit only).

[No. F. 28/1/71-FP App. 1578]

K. K. KHAN, Under Secy.

एस० आ० 2176.— इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गयी फिल्म को उसके गुजराती भाषा रूपान्तरों सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चल चित्र अधिनियम, 1952 (1952 का 37 वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) अधिनियम, 1953 (1953 का 17 वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।
- (3) सौराष्ट्र सिनेमा (विनियम) अधिनियम 1953 (1953 का 17 वां सौराष्ट्र अधिनियम) की धारा 5 की उपधारा (4) तथा धारा 9।

द्वितीय अनुसूची

फिल्म का संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंट्री फिल्म है
1	2	3	4	5	6
1	सच्ची कदी	365.76 मीटर	सूचना निदेशक, अहमदाबाद।	गुजरात सरकार,	शिक्षा सम्बन्धी फिल्म (केवल गुजरात सर्किट के लिये)

1	2	3	4	5	6
2	मुहितलिचा संख्या 137	मीटर 313.36	तदव		समाचार और सामयिक घटनाओं की फिल्म (केवल गुजरात सर्किट के लिये)

[संख्या फा० 28/1/71-एफ० पी० परिशिष्ट 1578]

क० क० खान, अवर सचिव ।

CENTRAL BOARD OF DIRECT TAXES
INCOME TAX

New Delhi, the 26th December, 1970

S.O. 2177.—In exercise of the powers conferred by Section 126 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule annexed to its Notification No. 1 (F. No. 55/233/63-IT) dated the 18th May, 1964:—

I. Against S. No. 22, for the existing entry in Column 2, the following entry shall be substituted—

“All employees of the General Electric Company of India Limited stationed at West Bengal, Patna and in the states of Orissa and Assam.”

II. After S. No. 22, the following item shall be added—

1	2	3	4	5	6
22-A	All employees of the General Electric Company of India Limited stationed at New Delhi, Kanpur, Jaipur and Chandigarh.	Income-tax Officer, Salary Circle, Kanpur.	IAC of IT who has been appointed to perform the function of an IAC of IT in respect of Salary Circle, Kanpur.	AAC of IT who has been invested with the powers to hear appeals against the decision of the Income-tax Officer referred to in column 3.	Commissioner of Income-tax, Kanpur.

[No. 17 (F. No. 186/72/70-IT (AI)]

केन्द्रीय प्रत्यक्ष कर बोर्ड

आयकर

नई दिल्ली, 26 दिसम्बर, 1970

एस० ओ० 2177.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 126 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा अपनी अधिसूचना संख्या

फा० सं० 55/1233/63-आ० क०) तारीख 18 मई, 1964 से उपाबद्ध अनुसूची में निम्नलिखित संशोधन करता है :—

1. क्रम सं० 22 के सामने, स्तंभ 2 में, विद्यमान प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि प्रतिस्थापित की जायेगी, "जनरल इलेक्ट्रिक कम्पनी ऑफ इंडिया लिमिटेड के पश्चिमी बंगाल, पटना और उड़ीसा तथा असम राज्यों में तैनात सभी कर्मचारी।"

2. क्रम सं० 22 के पश्चात् निम्नलिखित मद जोड़ दी जाएगी —

1	2	3	4	5	6
22-क	जनरल इलेक्ट्रिक कम्पनी ऑफ इंडिया लिमिटेड के नई दिल्ली, कानपुर, जयपुर और चण्डीगढ़ में तैनात सभी कर्मचारी	आयकर अधिकारी वेतन सर्किल कानपुर।	सहायक आयकर अधिकारी (निरीक्षण) जिसे वेतन सर्किल कानपुर की बाबत सहायक आयकर अधिकारी के आयुक्त के कृपों का पालन करने के लिए नियुक्त किया गया है।	सहायक आयकर अधिकारी (अपील) जिसे स्तंभ 3 में निर्दिष्ट आयकर अधिकारी के विनिश्चय के विरुद्ध शक्ति प्राप्त है।	आयकर अधिकारी कानपुर।

[सं० 17 फा० सं० 186/72/70-आ० का० (ए 1)]

CORRIGENDUM

New Delhi, the 19th February, 1971

S.O. 2178.—In exercise of the powers conferred by Section 123 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby modifies its notification No. 5 [F. No. 187/2/70-IT(AI)], dated 15th June, 1970, as under:—

For "This notification shall take effect from the 1st January, 1971."

Read "This notification shall take effect from the 10th April, 1971."

[No. 3(F. No. 187/2/70-IT(AI))]

B. MADHAVAN, Under Secy.

शुद्धिपत्र

नई दिल्ली, 19 फरवरी, 1971

एस० ओ० 2178.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 126 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा अपनी अधिसूचना संख्या 5 [फा० सं० 187/2/70 आ० क० (ए 1)] तारीख 15-6-70 में निम्नलिखित उपान्तरण करता है।

"यह अधिसूचना 1 जनवरी 1971 से प्रभावी होगी।" के स्थान पर

"यह अधिसूचना 10 अप्रैल 1971 से प्रभावी होगी।" पढ़ें।

[सं० 3 (फा० सं० 187/2/70 आ० क० (ए 1))]

बी० माधवन, अवर सचिव।

ELECTION COMMISSION OF INDIA

New Delhi, the 24th May 1971

S.O. 2179.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission, in consultation with the Government of Orissa, hereby nominates **Shri G. N. Das** (on his re-employment by the State Government), as the Chief Electoral Officer for the State of Orissa with effect from 1st June, 1971, and until further orders.

[No. 154/10/71.]

By Order,
ROSHAN LAL, Secy.

भारत निर्वाचन आयोग

नई दिल्ली, 24 मई, 1971

एस० ओ० 2179.—लोक प्रतिनिधित्व अधिनियम, 1950 की धारा 13 क की उपधारा (1) अदत्त शक्तियों का प्रयोग करते हुए, निर्वाचन आयोग उड़ीसा सरकार के परामर्श से, श्री जी० एन० दाम को (राज्य सरकार द्वारा उनकी पुनर्नियुक्ति पर) उड़ीसा राज्य के लिए मुख्य निर्वाचन आफिसर के रूप में 1 जून, 1971 से अगले आदेशों तक एतद्द्वारा नाम-निर्दिष्ट करता है।

[संख्या-154/10/71]

आदेश से,
रोशन लाल, सचिव।

ERRATUM

In the Election Commission of India Notification No. 434/MT/70 (S.O. 4002) published in the Gazette of India Part II—Section 3—Sub-section (ii) dated the 26th December 1970 at page 5675 for the date line "New Delhi, the 20th November, 1970" read "New Delhi, the 24th November 1970".

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 26th May 1971

S.O. 2180.—In exercise of the powers conferred by the proviso to article 300 of the Constitution, the President hereby makes the following rules further to amend the Ministry of Finance (Department of Expenditure—Class III Posts) Recruitment Rules, 1961, published with the notification of the Government of India in the Ministry of Finance, Department of Expenditure No. S.O. 2492, dated the 9th October, 1961, namely:—

1. (1) These rules may be called the Ministry of Finance (Department of Expenditure—Class III Posts) Recruitment (Amendment) Rules, 1971.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Ministry of Finance (Department of Expenditure—Class III Posts) Recruitment Rules, 1961—

(i) for rule 5, the following rule shall be substituted, namely:—

"5. No person—

(a) who has entered into or contracted a marriage with a person having a spouse living, or

(b) who, having a spouse living, has entered into or contracted a marriage with any person

shall be eligible for appointment to any of the said posts:

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing, exempt any person from the operation of this rule.”;

(ii) in the Schedule, serial number “1. Accountant” and the entries relating thereto shall be omitted.

[No. A. 12018/1/70-E.I (B).]

H. K. NARULA, Under Secy.

वित्त मंत्रालय

व्यय विभाग

नई दिल्ली, 26 मई, 1971

एस० ओ० 2180.—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते ए, भारत सरकार के वित्त मंत्रालय व्यय विभाग की अधिसूचना सं० का आ० 2492 तारीख 9 अक्तूबर, 1961 के साथ प्रकाशित वित्त मंत्रालय (व्यय विभाग-वर्ग 3 पद) भर्ती नियम, 1961 में और आगे सशोधन करने के लिए एतद्द्वारा निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (1) इन नियमों का नाम वित्त मंत्रालय (व्यय विभाग-वर्ग 3 पद) भर्ती (संशोधन) नियम, 1971 होगा।

(2) ये शासकीय राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. वित्त मंत्रालय (व्यय विभाग-वर्ग 3 पद) भर्ती नियम, 1961 में,—

(i) नियम 5 के स्थान पर निम्नलिखित नियम प्रतिस्थापित किया जाएगा, अर्थात् :—

“5-वह व्यक्ति—

(क) जिसने ऐसे व्यक्ति से जिसका पति या जिसकी पत्नी जीवित है, विवाह किया है, या

(ख) जिसने अपने पति या अपनी पत्नी के जीवित होते हुए किसी व्यक्ति से विवाह किया है; सेवा में नियुक्ति का पात्र नहीं होगा।

परन्तु यदि केन्द्रीय सरकार का समाधान हो जाय कि ऐसा विवाह ऐसे व्यक्ति और विवाह के अन्य पक्षकार को लागू स्वीय विधि के अधीन अनुज्ञेय है और ऐसा करने के लिए अन्य आधार मौजूद हैं तो वह किसी व्यक्ति को इस नियम के प्रवर्तन से छूट दे सकेगी।”

(ii) अनुसूची में, क्रम संख्या “1-लेखापाल” और उससे सम्बन्धित प्रविष्टियां लुप्त कर दी जाएंगी।

[सं० ए० 12018/1/70-20 आई० (बी०)]

एच० के० नरुला, अवर सचिव।

(Department of Banking)

New Delhi, the 7th May 1971

S.O. 2181.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act and Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966, shall not apply to the State Bank of

India Staff Co-operative Society Ltd., Madras in so far as they relate to the publication of its balance sheet and profit and loss accounts for the year ending the 30th June 1970, together with the auditor's report in a newspaper.

[No. F. 1-10/71-ACIL]

(बैंकिंग विभाग)

नयी दिल्ली, 7 मई, 1971

एस० ओ० 2181.—बैंकिंग विनियमन अधिनियम, 1949 (1949 के दसवें) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्द्वारा यह घोषित करती है कि उक्त अधिनियम की धारा 31 और बैंकिंग विनियमन (सहकारी समिति) नियमावली, 1966 के नियम 10 के उपबन्ध, जहाँ तक उसका सम्बन्ध 30 जून, 1970 को समाप्त हुए वर्ष के लिये भारतीय राज्य बैंक कर्मचारी सहकारी संस्था लिमिटेड, मद्रास के तलपट और लेखा-परोक्षक की रिपोर्ट सहित उनके लाभ और हानि खातों के किसी समाचार-पत्र में प्रकाशन से है, उपरोक्त संस्था पर लागू नहीं होंगे।

[संख्या एफ० 1-10/71-ए०सी० 11]

New Delhi, the 11th May 1971

S.O. 2182.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to the Nakodar Hindu Co-operative Bank Ltd., Nakodar (District Jullundur) for a further period of one year with effect from 1st March, 1971.

[No. F. 15-6/71 ACIL]

L. D. KATARIA, Dy. Secy.

नई दिल्ली, 11 मई, 1971

एस० ओ० 2182.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवाँ) की धारा 56 के साथ पठित धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्द्वारा यह घोषित करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबन्ध नकोदर हिन्दु कोऑपरेटिव बैंक लिमिटेड, नकोदर (जिला जालन्धर) पर 1 मार्च, 1971 से एक वर्ष की अतिरिक्त अवधि के लिये लागू नहीं होंगे।

[संख्या एफ० 15-6/71-ए०सी० 11]

एल० डी० कटारिया, उप-सचिव।

(Department of Banking)

New Delhi, the 21st May 1971

S.O. 2183.—Statement of the Affairs of the Reserve Bank of India, as on the 30th April, 1971.

BANKING DEPARTMENT

LIABILITIES		Rs.	ASSETS		Rs.
Capital Paid Up		5,00,00,000	Notes		4,14,63,000
			Rupee Coin		4,84,000
Reserve Fund		150,00,00,000	Small Coin		3,65,000
National Agricultural Credit (Long Term Operations) Fund		172,00,00,000	Bills Purchased and Discounted :—		
			(a) Internal		14,14,12,000
			(b) External		
			(c) Government Treasury Bills		18,67,98,000
National Agricultural Credit (Stabilisation) Fund		37,00,00,000	Balances held abroad*		75,76,85,000
			Investments**		132,78,50,000
National Industrial Credit (Long Term Operations) Fund		95,00,00,000	Loans and Advances to :—		
			(i) Central Government		..
			(ii) State Governments@		385,23,34,000
Deposits :—			Loans and Advances to :—		
(a) Government			(i) Scheduled Commercial Banks†		190,67,57,000
(i) Central Government		225,43,91,000	(ii) State Co-operative Banks††		242,54,98,000
(ii) State Governments		4,45,88,000	(iii) Others		5,46,66,000
			* Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund		

LIABILITIES		Rs.	ASSETS		Rs.
(b) Banks			(a) Loans and Advances to :—		
(i) Scheduled Commercial Banks		215,31,63,000	(i) State Governments		41,90,70,000
(ii) Scheduled State Co-operative Banks		10,36,77,000	(ii) State Co-operative Banks		20,40,82,000
(iii) Non-Scheduled State Co-operative Banks		80,30,000	(iii) Central Land Mortgage Banks		..
(iv) Other Banks		36,79,000	(b) Investment in Central Land Mortgage Bank Debentures		
			Loans and Advances from National Agricultural Credit		
			(Stabilisation) Fund		9,59,42,000
(c) Others :		78,74,17,000	Loans and Advances to State Co-operative Banks		3,93,73,000
Bills Payable		46,98,58,000	Loans, Advances and Investments from National Industrial		
			Credit (Long Term Operations) Fund :—		
Other Liabilities		183,62,99,000	(a) Loans and Advances to the Development Bank		29,83,71,000
			(b) Investment in bonds/debentures issued by the		
			Development Bank		..
			Other Assets		49,89,52,000
	Rupees	1225,11,02,000		Rupees	1225,11,02,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 103,96,22,000 advanced to scheduled commercial Banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 5th day of May, 1971

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 30th day of April, 1971

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	4,14,63,000		Gold Coin and Bullion :—		
Notes in circulation	4330,95,21,000		(a) Held in India	182,53,11,000	
TOTAL Notes issued		4335,09,84,000	(b) Held outside India	
			Foreign Securities	293,42,00,000	
			TOTAL		475,95,11,000
			Rupee Coin		45,23,64,000
			Government of India Rupee Securities		3812,91,09,000
			Internal Bills of Exchange and other commercial paper
TOTAL LIABILITIES		4335,09,84,000	TOTAL ASSETS		4335,09,84,000

Dated the 5th day of May, 1971,

(No. F. 3(3)-BC/71]
(Sd.) S. JAGANNATHAN,
Governor.

(बैंकिंग विभाग)

नई दिल्ली, 21 मई, 1971

एस० नो० 2183.—30 अप्रैल, 1971 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएँ	रुपये	आस्तियाँ	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	4,14,63,000
प्रारक्षित निधि	150,00,00,000	रुपये का सिक्का	4,84,000
राष्ट्रीय कृषि ऋण—		छोटा सिक्का	3,65,000
(दीर्घकालीन क्रियाएँ) निधि	172,00,00,000	खरीदे और भुनाये गये बिल :—	
राष्ट्रीय कृषि ऋण—		(क) देशी	14,14,12,000
(स्थिरीकरण) निधि	37,00,00,000	(ख) विदेशी	
राष्ट्रीय औद्योगिक ऋण—		(ग) सरकारी खजाना बिल	18,67,98,000
(दीर्घकालीन क्रियाएँ) निधि	95,00,00,000	विदेशों में रखा हुआ वकाया*	75,73,85,000
जमा राशियाँ —		निवेश**	132,78,50,000
		ऋण और अग्रिम :—	
(क) सरकारी—		(i) केन्द्रीय सरकार को	
(i) केन्द्रीय सरकार	225,43,91,000	(ii) राज्य सरकारों को@	685,23,34,000
(ii) राज्य सरकारें	1,45,88,000	ऋण और अग्रिम :—	
(ख) बैंक—		(i) अनुसूचित वाणिज्य बैंकों को†	190,67,57,000
(i) अनुसूचित वाणिज्य बैंक	215,31,63,000	(ii) राज्य सहकारी बैंकों को††	242,54,98,000
(ii) अनुसूचित राज्य सहकारी बैंक	10,36,77,000	(iii) दूसरों को	5,46,66,000

(iii) गैर अनुसूचित राज्य सहकारी बैंक	80,30,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से— ऋण, अग्रिम और निवेश	
(iv) अन्य बैंक	36,79,000	(क) ऋण और अग्रिम	
		(i) राज्य सरकारों को	41,90,70,000
		(ii) राज्य सहकारी बैंकों को	20,40,82,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को	
(ग) अन्य	78,74,17,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश	9,59,42,000
देय बिल	46,98,58,000	राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	
अन्य देयताएँ	183,62,99,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	3,93,73,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण, अग्रिम और निवेश	29,83,71,000
		(क) विकास बैंक को ऋण और अग्रिम	
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश	
		अन्य आस्तियां	49,89,52,000
रुपये	1225,11,02,000	रुपये	1225,11,02,000

*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश शामिल नहीं हैं।

@ राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

† रिजर्व बैंक ऑफ इंडिया अधिनियम की धारा 17 (4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मीयादी बिलों पर अग्रिम दिये गये 103,96,22,000/- रुपये शामिल हैं।

†† राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख : 5 मई, 1971

रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में अप्रैल, 1971 की 30 तारीख को समाप्त हुए सप्ताह के लिए लेखा
इशू विभाग

देयताएं	रुपये	रुपये	आस्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	4,14,63,000		सोने का सिक्का और बुलियन :— (क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	4330,95,21,000		(ख) भारत के बाहर रखा हुआ विदेशी प्रतिभूतियां	293,42,00,000	
जारी किये गये कुल नोट		4335,09,84,000	जोड़		475,95,11,000
			रुपये का सिक्का		46,23,64,000
			भारत सरकार की रुपया प्रतिभूतियां		3812,91,09,000
			देणी विनिमय बिल और दूसरे वाणिज्य-पत्र		
कुल देयताएं		4335,09,84,000	कुल आस्तियां		4334,09,84,000

तारीख : 5 मई, 1971

(ह०) एस० जगन्नाथन,
गवर्नर ।

[सं० फा० 3(3)-वी० सी०/71]

New Delhi, the 22nd May 1971

S.O. 2184.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply, till the 31st March 1972 to the National Grindlays Bank Ltd., Calcutta, in respect of the shares held by it as pledgee of the undernoted companies as shown against their names.

Name of the company	Date of lodgement	Paid-up value of shares held
		(In lakhs of rupees)
1. Jay Kay Automobiles Pvt. Ltd.	24-11-1966 3-2-1967	1.65 0.25
2. Globe Management Pvt. Ltd.	24-11-1966 3-2-1967	3.06 0.05
3. Globe -United Engg. & Foundry Co. Ltd.,	20-11-1967 16-2-1968 16-3-1968	8.80 8.81 0.05

[No. F. 15 (15)—BC/71]

K. YESURATNAM, Under Secy.

नयी दिल्ली, 22 मई, 1971

एस०ओ० 2184.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का दसवां) की धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषित करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध, दी नेशनल ऐण्ड ग्रिण्डलेज बैंक लिमिटेड, कलकत्ता पर, निम्नलिखित कम्पनियों के सामने दिखाये गये शेयरों के सम्बन्ध में, जो उसके पास बन्धक-ग्राही के रूप में हैं, 31 मार्च, 1972 तक लागू नहीं होंगे :

कम्पनी का नाम	रखने की तारीख	शेयरों का चुकता मूल्य
		(लाख रुपयों में)
1. जे के ऑटोमोबाइल्स प्राइवेट लिमिटेड	24-11-1966 3-2-1967	1.65 0.25
2. ग्लोब मैनेजमेण्ट प्राइवेट लि०	24-11-1966 3-2-1967	3.06 0.05
3. ग्लोब यूनाइटेड इंजीनियरिंग ऐण्ड फाउण्ड्री कम्पनी लि०	20-11-1967 16-2-1968 16-3-1968	8.80 8.81 0.05

[सं० एफ० 15 (15)—बी० सी०/71]

के० यसुरत्तम, अवर सचिव ।

(Department of Revenue and Insurance)

INCOME TAX

New Delhi, the 28th April, 1971

S.O. 2185.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises:

1. Shri V. Gangoji Rao and
2. Shri T. G. C. Arachya

who are Gazetted Officers of the Central Government to exercise the powers of Tax Recovery Officers under the said Act.

2. This Notification shall come into force with effect from 1st May, 1971.

[No. 132(F. No. 404/49/71-ITCC).]

R. D. SAXENA, Dy. Secy.

(राजस्व और बीमा विभाग)

आयकर

नई दिल्ली 28 अप्रैल 1971

एस०ओ० 2185.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार (1) श्री १० गोजी राव और (2) श्री टी० जी० सी० अरच्य को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अधीन कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना 1 मई, 1971 से प्रवृत्त होगी।

[सं० 132(फा० सं० 404/49/71-आई० टी० सी० सी०)]

आर० डी० सक्सेना, उपसचिव।

MINISTRY OF INDUSTRIAL DEVELOPMENT AND INTERNAL TRADE

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 20th May 1971

S. O. 2186.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution hereby notifies that the licences Nos. CM/L-1982, 1983 and 1984 particulars of which are given below have been cancelled with effect from 1 May 1971 as the party due to certain unforeseen difficulties has shown its inability to operate the same :

Licence No. and Date	Name & Address of the Licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
CM/L-1982 13-5-1969	Srinivasa Pulverising Mills, F 6, Assisted Private Industrial Estate, Chittoor (A. P.)	DDT water dispersible powder.	IS : 565—1961
CM/L-1983 13-5-1969	Do.	Endrin emulsifiable concentrates.	IS : 1310-1958
CM/L-1984 13-5-1969	Do.	BHC water dispersible powder concentrates.	IS : 562—1962

[No. CMD/55 : 1982]

औद्योगिक विकास और प्रान्तरिक व्यापार मंत्रालय

(औद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 20 मई, 1971

एस. ओ. 2186.—उभय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955, के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस सं० सी एम/एल-1982, 1983 और 1984 जिनके व्योरे नीचे दिए गए हैं 1 मई 1971 से रद्द कर दिए गए हैं क्योंकि लाइसेंसधारी ने कुछ अप्रत्याशित कठिनाइयों के कारण इन को चला सकने में अपनी असमर्थता प्रकट की है।

लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
सी एम/एल-1892 13-5-1969	श्रीनिवास पुल्लराइजिंग मिल्स, एफ 6 असिस्टेड प्राइवेट इंडस्ट्रियल इस्टेट चित्तूर (आ०प्र०)	डी डी टी जलविसर्जनीय पाउडर	IS: 565-1961
सी एम/एल-1983 13-5-1969	"	एन्ड्रिन पायसनीय तेज द्रव	IS: 1310-1968
सी एम/एल-1984 13-5-1969	"	बी एच सी जलविसर्जनीय तेज पाउडर	IS: 562-1962

[सं० सी० एम० डी०/55:1982]

New Delhi, the 24th May 1971

S. O. 2187.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from 16 January 1971 :

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1.	Varnish, undercoating, exterior, natural resin.	IS 338-1952 Specification for varnish, undercoating, exterior natural resin.	One litre	1/2 paisa.
2.	Varnish, undercoating, exterior, synthetic resin.	IS : 339-1952 Specification for varnish, undercoating, exterior, synthetic resin.	One litre	1/2 paisa.
3.	Varnish, acid resisting, (a) clear, and (b) tinted.	IS : 342-1952 Specification for varnish, acid resisting, (a) clear, and (b) tinted.	One litre	1/2 paisa.

(1)	(2)	(3)	(4)	(5)
4.	Varnish, paper	IS:343-1952 Specification for varnish, paper.	One litre	1/2 paisa.
5.	Varnish, stoving (a) clear, and (b) tinted.	IS : 344-1952 Specification for varnish, stoving (a) clear, and (b) tinted.	One litre	1/2 paisa.
6.	Varnish, spirit, clear, hard	IS : 346-1952 Specification for varnish, spirit, clear, hard.	One litre	1/2 paisa
7.	Varnish, shellac, for general purposes.	IS : 347-1952 Specification for varnish, shellac, for general purposes.	One litre	1/2 paisa.

1. No. CMD/1 : 10,

नई दिल्ली, 24 मई, 1971

एस० श्री० 2187.—भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955 के विनियम 7 के उपविनियम (3) के अनुसार भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि विभिन्न वस्तुओं की प्रति इकाई मूल्यांकन फीस जिनके व्योरे नीचे अनुसूची में दिए गए हैं, निर्धारित की गई हैं और वे फीस 16 जनवरी 1971 से लागू हो जाएंगी :

अनुसूची

क्रमिक	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पदसंख्या और शीर्षक	इकाई	प्रति इकाई मूल्य लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1	बाहर के लिए नीचे परत देने की प्राकृतिक राल वाली IS : 338-1952 बाहर के लिए, नीचे परत देने की प्राकृतिक राल वाली वार्निश की विजिष्ट	एक लीटर	1/2 पैसा	
2	बाहर के लिए नीचे परत देने की संश्लिष्ट IS : 339-1952 बाहर के लिए, नीचे परत देने की संश्लिष्ट राल वाली वार्निश की विजिष्ट	एक लीटर	1/2 पैसा	
3	अम्ल प्रतिरोधी वार्निश (क) माफ, और (ख) रंगत वाली IS : 342-1952 अम्ल प्रतिरोधी वार्निश (क) माफ, और (ख) रंगत वाली, की विजिष्ट	एक लीटर	1/2 पैसा	
4	कागज की वार्निश IS : 343-1952 कागज की वार्निश की विजिष्ट	एक लीटर	1/2 पैसा	

(1)	(2)	(3)	(4)	(5)
5	स्टोविंग वार्निश (क) साफ, और (ख) रंगत वाली	IS : 344-1952 स्टोविंग वार्निश (क) साफ, और (ख) रंगत वाली की विधिष्टि	एक लीटर	1/2 पैसा
6	स्पिरिट वार्निश, साफ, सफ़्त	IS : 346-1952 स्पिरिट वार्निश, साफ, सफ़्त की विधिष्टि	एक लीटर	1/2 पैसा
7	सामान्य कार्यों के लिए चपड़ा वार्निश	SI : 347-1952 सामान्य कार्यों के लिए चपड़ा वार्निश की विधिष्टि	एक लीटर	1/2 पैसा

[सं. सी० एम० डी०/13 : 10]

S.O. 2188.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from 1 April 1971 :

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking fee per Unit
(1)	(2)	(4)	(4)	(5)
1.	Cast iron rainwater pipes	IS : 1230-1968 Specification for cast iron rainwater pipes and fittings. (first revision)	One tonne	Re. 1.00
2.	3-Jaw self-centering lathe chuck	IS : 2876-1964 Specification for 3-jaw self-centering lathe chucks.	One piece	Rs. 2.00
3.	Flow cups	IS : 3944-1966 Specification for flow cups.	One piece	Rs. 1.00

[No. CMD/13 : 10]

एस० नो० 2188.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955 के विनियम 7 के उपविनियम (3) के अनुसार भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि विभिन्न वस्तुओं की मुद्रांकन फॉर्मे जिनके बारे में नीचे अनुसूची में दिए हैं, निष्पत्ति की गई हैं और ये फॉर्मे 1 अप्रैल, 1971 से लागू हो जाएंगी :

अनुसूची





क्रमांक	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पदसंख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1	ढलवाँ लोहे के बरसाती पानी के पाइप	IS : 1230-1968 ढलवाँ लोहे के बरसाती पानी के पाइप और फिटिंग की विनिर्दिष्ट (पहला पुनरीक्षण)	1 मीटर टन	रु० 1.00
2	तीन-जॉ वाले स्वतः केन्द्र स्थायी खराद चक्र	IS : 2876-1964 तीन-जॉ वाले स्वतः केन्द्र-स्थायी खराद चक्रों की विनिर्दिष्ट	एक मंद	रु० 2.00
3	बढ़ाव कप	IS : 3944-1966 बढ़ाव कपों की विनिर्दिष्ट	एक मंद	रु० 1.00




[सं० सी० एम० डी०/13:10]

S.O. 2182.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 16 January 1971.

THE SCHEDULE



Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.	IS : 338 	Varnish, undercoating, exterior, natural resin	IS : 338-1952 Specification for varnish, undercoating, exterior, natural resin.	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
2.	IS : 339 	Varnish, undercoating, exterior, synthetic resin.	IS 339-1952 Specification for varnish, undercoating, exterior, synthetic resin.	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
3.	IS : 342 	Varnish, acid resisting (a) clear, and (b) tinted.	IS:342-1952 Specification for varnish, acid resisting, (a) clear, and (b) tinted.	The monogram of the Indian Standards Institution, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
4.	IS : 343 	Varnish, paper	IS:343-1952 Specification for varnish, paper.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.





(1)	(2)	(3)	(4)	(5)
5.	IS : 344	Varnish, stoving (a) clear, and (b) tinted.	IS:344-1952 Specification for varnish, stoving (a) clear, and (b) tinted.	The monogram of Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
				
6.	IS : 346	Varnish, spirit, clear hard.	IS:346-1952 Specification for varnish, spirit, clear, hard.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
				
7.	IS : 347	Varnish, shellac, for general purposes.	IS:347-1952 Specification for varnish, shellac, for general purposes.	The monogram of the Indian Standards Institution consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
				

एस० ओ० 2189 :—भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955, के नियम 4 के उपनियम (1) के अनुसार भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि मानक चिह्न जिनकी डिजाइन और शाब्दिक विवरण तत्सम्बन्धी भारतीय मानकों के शीर्षक सहित नीचे अनुसूची में दिए हैं, आ मा संस्था द्वारा निर्धारित किए गए हैं।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों के निमित्त ये मानक चिह्न 16 जनवरी 1971 से लागू हो जाएंगे

अनुसूची

क्रमांक	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पदसंख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)
1		बाहर के लिए, नीचे परत देने की प्राकृतिक राल वाली वार्निश	IS : 338-1952 बाहर के लिए नीचे परत देने की प्राकृतिक राल वाली वार्निश की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई शैली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है।
2		बाहर के लिए, नीचे परत देने की, संश्लिष्ट राल वाली वार्निश	IS : 339-1952 बाहर परत देने की, संश्लिष्ट राल वाली वार्निश की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई शैली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है।

(1)	(2)	(3)	(4)	(5)
3	IS: 342 	अम्ल प्रतिरोधी वार्निश (क) साफ, और (ख) रंगत वाली	IS : 342-1952 अम्ल प्रतिरोधी वार्निश (क) साफ, और (ख) रंगत वाली की विधिपट्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गेली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है ।
	IS: 343 	कागज की वार्निश	IS : 343-1952 कागज की वार्निश की विधिपट्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गेली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है ।
	IS: 344 	स्टोविंग वार्निश (क) साफ, और (ख) रंगत वाली	IS : 344-1952 स्टोविंग वार्निश (क) साफ, और (ख) रंगत वाली की विधिपट्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गेली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है ।
	IS: 346 	स्पिरिट वार्निश, साफ, सख्त	IS : 346-1952 स्पिरिट वार्निश, साफ सख्त की विधिपट्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गेली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है ।

भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं स्तम्भ (2) में दिखाई गैली और अनुपात में तैयार किया गया है, और जैसा दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी हुई है।

[सं० सी० एम० डी०/13:9]

347-1952 सामान्य कार्यों के लिए चमड़ा बॉनिश की विशिष्टि

सामान्य कार्यों के लिए चमड़ा बॉनिश



S.O. 2190.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, and consequent upon publication of IS:1718-1970 Specification for cotton spindle tapes (first revision), it is, hereby notified that IS:986-1962 Specification for cotton spindle tape (for wool Textile Mills), details of which were published under notification number S.O. 3593 dated 20 November, 1962, in the Gazette of India, Part II, Section 3-Sub-Section (ii) dated 1st December, 1962, has been cancelled.

[No. CMD/13:7.]

एस० प्रो० 2190.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955 के विनियम 5 के उपविनियम (1) के अनुसार और IS: 1718-1970 तकुओं के सूती टेप की विशिष्टि (पहला पुनरीक्षण) के प्रकाशित होने के फलस्वरूप सूचित किया जाता है कि आई एम : 986-1962 तकुओं की सूती टेप की विशिष्टि (ऊनी वस्त्रादि मिलों के लिए) जिसके ब्योरे अधिसूचना संख्या एस० प्रो० 3593 दिनांक 20 नवम्बर, 1962 के अन्तर्गत भारत के राजपत्र भाग खण्ड 3—उपखण्ड (2) दिनांक 1 दिसम्बर, 1962 में प्रकाशित हुए थे, रद्द कर दिया गया है।

[सं० सी० एम० डी०/13:7.]

S.O. 2191.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design (s) and the title (s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1 April 1971 :

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1	IS : 1230	Cast iron rainwater pipes	IS : 1230-1968 Specification for cast iron rainwater pipes and fittings (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.
2	IS : 2876	3-Jaw self-centering Lathe Chucks	IS : 2876-1964 Specification for 3-Jaw self-centering lathe chucks	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

(1)	(2)	(3)	(4)	(5)
3	IS : 3944	Flow cups	IS : 3944-1966 Specification for Flow cups	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CHD/13 : 9]

A. K. GUPTA,
Dy. Director General

एस० आ० 2191.—भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955, के नियम 4 के उप-नियम (1) के अनुसार भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि मानक चिह्न जिनकी डिजाइन और शाब्दिक विवरण तत्सम्बन्धी भारतीय मानकों के शीर्षक सहित नीचे अनुसूची में दिए हैं, भा मा संस्था द्वारा निर्धारित किए गए हैं।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 और उसके अधीन बने नियमों के निमित्त ये मानक-चिह्न 1 अप्रैल 1971 से लागू हो जाएंगे।

अनुसूची

क्रमांक	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पद संख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण
1	2	3	4	5
1	IS : 1230	ढलवाँ लोहे के बरसाती पानी के पाइप	IS : 1230-1968 भारतीय मानक संस्था का मोनोग्राम जिसमें IS पानी के पाइप और फिटिंग की विशिष्ट (पहला पुनरीक्षण) शब्द होते हैं स्तम्भ (2) में दिखाई गेली और अनुपात में तैयार किया गया है। और जैसा दिखाया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद-संख्या दी हुई है।	

1 2 3 4 5

2 IS : 2876 तीन-जा वाले स्वतःकेन्द्र- IS: 2976-1964 तीन भारतीय मानक संस्था का स्थापी खराद चक जाँ वाले स्वतः केन्द्र- मोनोग्राम जिसमें IS स्थापी खराद चकों शब्द होते हैं स्तम्भ (2) को विशिष्ट में दिखाई शैली और अनुपात में तैयार किया गया है। और जैसा दिखाया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या दी गई है।

3 IS : 3944 बहाव कप IS : 3944-1966 भारतीय मानक संस्था का बहाव कपों की मोनोग्राम जिसमें IS विशिष्ट शब्द होते हैं स्तम्भ (2) में दिखाई शैली और अनुपात में तैयार किया गया है। और जैसा दिखाया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या दी गई है।

[सं० सी० एम० डी०/13:9]

ए० के० गुप्ता,
उप महानिदेशक।

MINISTRY OF WORKS, HOUSING AND URBAN DEVELOPMENT

(Directorate of Estates)

New Delhi, the 24th May 1971

S.O. 2192.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby makes the following rules further to amend the Allotment of Government Residences (General Pool in Delhi) Rules, 1963 contained in Part VIII Division XXVI-B of the Supplementary Rules issued with the Government of India. Finance Department letter No. 104-CSR, dated the 4th February, 1972, namely:

1. (1) These rules may be called the Allotment of Government Residences (General Pool in Delhi), II Amendment Rules, 1971.

(2) They shall come into force on the 15th day of June, 1971.

2. In the Allotment of Government residences (General Pool in Delhi) Rules, 1963, for the words "licence fee" occurring in the S.R. 317-B-2(1) and S.R. 317-B-21(1), the word 'rent' shall respectively be substituted.

[No. F. 18011(1)/70-Pol.I.]

निर्माण, आवास और नगर विकास विभाग मंत्रालय

(सम्पदा निदेशालय)

नई दिल्ली, 24 मई, 1971

का.आ. 2192.—राष्ट्रपति, मूल नियमों के नियम 45 के उपबन्धों के अनुसरण में भारत सरकार, वित्त विभाग के पत्र सं० 104 सि० सं० 0 नि० तारीख 1 फरवरी, 1922 के साथ जारी किए गए अनुपूरक नियमों के भाग VIII प्रभाग XXVI-ख, में अतःविष्ट, सरकारी निवास स्थानों (दिल्ली में साधारण पूल) का आर्बंटन नियम, 1963 में और आगे संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्—

1. (1) ये नियम सरकारी निवास स्थानों (दिल्ली के साधारण पूल) का आर्बंटन द्वितीय संशोधन नियम, 1971 कहे जा सकेंगे।

(2) ये जून 1971 को पंद रह तारीख से प्रवृत्त होंगे।

2. सरकारी निवास स्थानों (दिल्ली में साधारण पूल) का आर्बंटन नियम, 1963 में अनु० नि० 317-ख-2(ठ) और अनु० नि० 317-ख-21(1) में आने वाले 'लाइसेंस फीस' शब्दों के स्थान पर क्रमशः 'भाटक' शब्द प्रतिस्थापित किया जाएगा।

[नं० एफ 18011(1)/70-नीति-1]

New Delhi, the 26th May 1971

S.O. 2193.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column 1 of the Table below, being gazetted officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column 2 of the said Table.

THE TABLE

1	2
Designation of officer	Categories of public premises
Chief Staff Officer (P & A) in the Office of Flag Officer Commanding-in-Chief, Western Naval Command, Bombay.	Premises belonging to, or taken on lease, or requisitioned, by, or on behalf of the Ministry of Defence.

[No. 21011 (4) 66-Pol. IV]

P. N. KHANNAH,

Deputy Director of Estates and
Ex-Officio Under Secy.

नई दिल्ली, 26 मई, 1971

का. आ. 2193.—लोक परिसर (अप्रधिकृत अधिकारियों की वेदखली) अधिनियम, 1958 (1958 का 32) की धारा 3 द्वारा प्रदत्त शक्तियां का प्रयोग करते हुए केन्द्रीय सरकार निम्न सारणी के स्तम्भ 1 में वर्णित अधिकारी को, सरकार का राजपत्रित अधिकारी होने के नाते, उक्त

अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है जो अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त सारणी के स्तम्भ 2 में तत्स्थानी प्रविष्ट में विनिर्दिष्ट लोक परिसरों की बाबत उक्त अधिनियम के द्वारा या अधीन ऐसे सम्पदा अधिकारियों पर उसे प्रदत्त शक्तियों का प्रयोग और सौंपे गए कर्तव्यों का निर्वहन करेगा।

सारणी

आफिसर का पदाभियान	लोक परिसरों के प्रवर्ग
1	2
फ़्लैग आफिसर कमाण्डिंग इन चीफ, पश्चिमी नौसेना कमाण्ड, मुम्बई के कार्यालय में चीफ स्टाफ आफिसर (पी एण्ड ए)	रक्षा मंत्रालय के या उसकी ओर से या द्वारा पट्टे पर ली गई या अधिगृहीत परिसर।

[सं० 21011 (4)/66-नीति-4]

पी० एन० खन्ना,

सम्पदा उप निदेशक तथा पदेन

अवर सचिव, भारत सरकार

MINISTRY OF IRRIGATION AND POWER

CORRIGENDA

New Delhi, the 17th May 1971

S.O. 2194.—In the Government of India, Ministry of Irrigation and Power Orders published under No.S.O.1464 at pages 1759-1760 of Part II Section 3(ii) of the Gazette of India, dated the 3rd April, 1971, the following corrections shall be carried out :—

S. No.	Page No.	Line	For the words figures brackets printed/published	Please read/add
1	1759	1	'Sub-Rules'	'Sub-Rule'
2	1759	2	..	'that' be added after the last word of the line 'directs'
3	1759	9	'Serial No. 1281'	'Serial No. 1231'
4	1759	22	'crores'	'crores'
5	1759	37	'(8)'	'(3)'

[No. EL. II. 6 (1) 68]

S.O. 2195.—In the order published with the Notification of the Government of India in the Ministry of Irrigation and Power No S.O. 1463 at pages 1758-1759 of Part II, Section 3(ii) of the Gazette of India dated the 3rd April, 1971, the following corrections shall be carried out:—

1. Page 1758 The word 'un-eneased' appearing at Sl. No. 2 of English version the word 'un-encased' shall be substituted.

2. Page 1759 The Hindi words 'संय अनवश्यक' appearing at Sl. No. 4 of Hindi version the words 'समय आवश्यक' shall be substituted.

[No. EL.II.6(7)/69.]

M. RAMANATHAN,
Deputy Director (Power).

सिचाई और विद्युत मंत्रालय

शुद्धिपत्र

नई दिल्ली, 17 मई, 1971

एस० प्रो० 2195.—भारत के राजपत्र, दिनांक 3 अप्रैल, 1971 भाग-2, खण्ड 3(11) के पृष्ठ 1758-1759 पर सिचाई और विद्युत मंत्रालय, भारत सरकार के सं० एस० प्रो० 1463 में अधि-सूचना के साथ प्रकाशित आदेश में निम्नलिखित शुद्धियाँ की जाएँ:—

1. पृष्ठ 1758 अंग्रेजी पाठ के क्रम सं० 2 में 'un-eneased' शब्द के स्थान पर 'un-encased' पढ़ा जाए।
2. पृष्ठ 1759 हिन्दी पाठ के क्रम सं० 4 में हिन्दी शब्द 'संय' 'अभावश्यक' शब्द के स्थान पर 'समय' 'आवश्यक' पढ़ा जाए।

[सं० वि०दो० 6(7)/69]

एम० रामनाथन्,

उप निदेशक (विद्युत)

MINISTRY OF HOME AFFAIRS

New Delhi, the 25th May 1971

S.O. 2196.—In exercise of the powers conferred by sub-section (1) of section 3 of the Charitable Endowments Act, 1890 (6 of 1890), and in supersession of the notification of the Government of India in the Ministry of Home Affairs, No. F.1/6/69-Judl.I, dated the 3rd November, 1969, the Central Government hereby appoints the Deputy Secretary (Budget) to the Government of India in the Ministry of Finance, Department of Economic Affairs, *ex-officio* to be the Treasurer of Charitable Endowments for India with effect from the date he takes over.

[No. F. 1/2/71-Judl.(A).]

B. SHUKLA, Dy. Secy.

गृह मंत्रालय

नई दिल्ली, 25 मई, 1971

का० प्रो० 2196.—पूर्व विन्यास अधिनियम, 1890 (1890 का 6) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के गृह मंत्रालय की अधिसूचना संख्या एफ० 1/6/69—जुडि० 1, तारीख 3 नवम्बर, 1969 को अधिकांत करते हुए, केन्द्रीय सरकार, भारत सरकार के वित्त मंत्रालय, आर्थिक कार्य विभाग के उपसचिव (बजट) को, भारत के लिए खैराती विन्यास के पदेन कोषाध्यक्ष के रूप में, अपना पद भार संभालने की तारीख से, एतद्द्वारा नियुक्त करती है।

[सं० एफ० 1/2/71—जुडि० (ए०)]

ब्रह्मानन्द शुक्ल, उप सचिव।

शुद्धि पत्र

नई दिल्ली, 20 मई, 1971

का०आ० 2197.—तारीख 31 मार्च, 1969 के भारत के असाधारण राजपत्र भाग II—खण्ड 3 उा खण्ड (ii) में पृष्ठ 410 से 412 तक भारत सरकार गृह मंत्रालय की अधिसूचना संख्या का० आ० 1304 दिनांक 28 मार्च, 1969 के साथ प्रकाशित।

पृष्ठ 410 पर पैरा 1 की पंक्ति 1 और 2 में "होम्योपैथी चिकित्सा पद्धति परिषद् (पुनर्गठन और पुनः संगठन)" के स्थान पर 'होम्योपैथी चिकित्सा पद्धति परिषद्, पंजाब (पुनर्गठन और पुनः संगठन), पढ़ें।'

[सं० 17/9/71-एस० आर०]

एम० आर० सचदेव, अवसर सचिव।

MINISTRY OF FOREIGN TRADE

New Delhi, the 22nd May 1971

S.O. 2198.—Whereas the Textile Committee has established standard specifications for the material as defined in clause (d) of regulation 2 of the Mill-made Cotton Made-up Articles (Towels) Inspection Regulations, 1969 for the purpose of export;

And whereas on the recommendation made to it in this behalf by the Textiles Committee the Central Government is of opinion that the material which does not conform to the standing established by the said Committee should not be exported;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Textiles Committee Act, 1963 (41 of 1963), and in supersession of the Notification of the Gazette of India in the Ministry of Foreign Trade No. S.O. 1500, dated the 27th March, 1971 the Central Government hereby prohibits the export from India to any foreign country of the material defined in clause (d) of regulation 2 of the Mill-made Cotton Made-up Articles (Towels) Inspection Regulations, 1969, unless such material is covered by a certificate issued in this behalf under regulation 11 of the said regulations:

Provided that the above prohibition shall not apply to the export of low standard material which does not conform to the minimum standard required for the issue of a certificate under regulation, 4 of the said regulations, if an order is received from abroad for the supply of such low standard material and if the officer authorised by the Textiles Committee in this behalf is satisfied about the bonafides of such order and the export of such material is authorised by him.

2. This notification shall come into force on the 15th June, 1971.

[No. F. 5/18/70-Tex-A.]

विदेश व्यापार मंत्रालय

नई दिल्ली, 22 मई, 1971

का०आ० 2193.—यतः वस्त्र समिति ने, मिल निर्मित रुई की बनी वस्तु (तौलिए) निर्यात विनियम, 1969 के विनियम 2 के खण्ड (घ) में परिभाषित सामग्री के लिए निर्यात के प्रयोजनार्थ मानक विनिर्देशन नियत किए हैं;

और, यतः केन्द्रीय सरकार की, वस्त्र समिति द्वारा उसे इस निमित्त की गई स्फारिश पर, यह राय है कि उस सामग्री का निर्यात नहीं किया जाना चाहिए जो उक्त समिति द्वारा स्थापित मानकों के प नहीं है;

अतः अब, वस्त्र समिति अधिनियम, 1963 (1963 का 41) की धारा 17 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के विदेशी व्यापार मंत्रालय की अधिसूचना सं० का० आ० 1500 तारीख 27 मार्च, 1971 को अधिक्रान्त करते हुए, केन्द्रीय सरकार, भारत से किसी विदेश को, मिल-निर्मित रुई की बनी वस्तु (तौलिए) निरीक्षण विनियम, 1969 के विनियम 2 के खण्ड (घ) में परिभाषित सामग्री के निर्यात को एतद्वारा प्रतिषिद्ध करती है जब तक वह सामग्री उक्त विनियमों के विनियम 11 के अधीन इस निमित्त जारी किए गए प्रमाणपत्र के अंतर्गत न आती हो :

परन्तु उक्त प्रतिषेध उस निम्न मानक सामग्री के जो उक्त विनियमों के विनियम 4 के अधीन प्रमाणपत्र के जारी किए जाने के लिए अपेक्षित न्यूनतम मानक के अनुरूप न हो निर्यात को उस दशा में लागू नहीं होगा जब ऐसी निम्न मानक सामग्री के प्रदाय के लिए विदेश से कोई आर्डर और मिले और जब वस्त्र समिति द्वारा इस निमित्त प्राधिकृत अधिकारी का ऐसे आर्डर के सद्भावी होने के बारे में समाधान हो जाए तथा ऐसी सामग्री का निर्यात उसके द्वारा प्राधिकृत किया जाए ।

2. यह अधिसूचना प्रथम जून, 1971 को प्रवृत्त होगी ।

[फा० सं० 5/18/70-वस्त्र-क]

New Delhi, the 24th May 1971

S.O. 2199.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following order further to amend the Cotton Textiles (Control) Order, 1948, namely:—

1. This Order may be called the Cotton Textiles (Control) Third Amendment Order, 1971.

2. In the Cotton Textiles (Control) Order, 1948, for clause 27, the following clause shall be substituted, namely:—

"27. Where in pursuance of paragraph (b) of sub-clause (1) of clause 22, markings are required to be made at one end of any piece of cloth and the piece of cloth is not sold as a whole, that portion of the piece containing the said markings shall not be cut or separated from the piece at any time till the portion other than the portion containing the said markings is sold".

[No. F. 7/7/70-Tex-A.]

नई दिल्ली, 24 मई, 1971

का० आ० 2199.—आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार सूती वस्त्र (नियंत्रण) आदेश, 1948 में और आगे संशोधन करने के लिए निम्नलिखित आदेश, एतद्वारा बनाती है, अर्थात् :—

1. यह आदेश सूती वस्त्र (नियंत्रण) तृतीय संशोधन आदेश, 1971 कहा जा सकेगा ।

2. सूती वस्त्र (नियंत्रण) आदेश, 1948 खण्ड 27 में निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात् :—

"27. जहां खण्ड 22 के उपखण्ड (1) के पैरा (ख) के अनुसरण में कपड़े के किसी टुकड़े के एक सिरे पर चिह्न करना अपेक्षित है, और कपड़े का टुकड़ा पूरा का पूरा विक्रय न किया जाए वहां टुकड़े का वह भाग जिस पर उक्त चिह्न है, टुकड़े से किसी भी समय तब तक काटा या पृथक् नहीं किया जाएगा जब तक कि जिस भाग पर उक्त चिह्न है उस से भिन्न भाग बेच नहीं दिया जाता" ।

[सं एफ० 7/7/70-वस्त्र-ए]

New Delhi, the 28th May 1971

S.O. 2200.—Whereas the Textiles Committee has established standard type for the material defined under regulation (2) (A) of each of the regulations listed in the Appendix to this notification for the purposes of export,

And whereas on the recommendation made to it in this behalf by the Textiles Committee, the Central Government is of opinion that the material which does not conform to the standard type established by the Textiles Committee should not be exported.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Textiles Committee Act, 1963 (41 of 1963), the Central Government hereby prohibits the export from India to any foreign country of the material defined under regulation (2) (A) of each of the regulations listed in the said Appendix unless the material is covered by a certificate issued by the officer authorised by the Textiles Committee in this behalf under regulation (7) of the corresponding regulations:

Provided that with a view to avoid interruption of trade during a transitory period of six months from the date on which this notification comes into force, the officer authorised by the Textiles Committee in this behalf to issue a certificate under regulation (7) may permit any such material to be exported without any such certificate,—

- (i) if the material has been packed before the date on which this notification comes into force; or
- (ii) if the material is offered for inspection to the said Committee, but the Committee is unable to arrange for and complete such inspection within a period of one week from the date on which the material is offered for inspection.

2. This notification shall come into force on the 1st August, 1971.

APPENDIX

1. Aprons for Drafting Systems Inspection Regulations 1970.
2. Costs for Drafting System Inspection Regulations 1970.
3. Inserts for Spindles of Ring Spinning and Doubling Frames Inspection Regulations 1970.
4. Rings for Spinning & Doubling Frames Inspection Regulations 1970.
5. Spindles for ring spinning & doubling frames inspection regulations 1970.
6. Paper Tubes for ring spinning & doubling frames inspection regulations 1970.
7. Steel Travellers for ring spinning & doubling frames inspection regulations 1970.
8. Metallic card clothing wire for cylinder, doffer and licker-in inspection regulations.
9. Wooden flyer bobbins for speed frames inspection regulations 1970.
10. Direct & Rewound weft pirns for use in shuttles for looms inspection regulations 1970.
11. Picking Sticks for underpick looms & overpick looms Inspection Regulations 1970.
12. Wooden cones for winding machines inspection regulations 1970.
13. Shuttles for looms inspection regulations 1970.
14. Paper Cones/Cheeses for winding machines Inspection Regulations 1970.
15. Flat Steel Healds for looms inspection regulations 1970.
16. Twin wire healds/inset mail wire healds for looms inspection regulations 1970.
17. Pitch bound wire reeds/all metal reeds for looms inspection regulations 1970.
18. Pickers for looms Inspection Regulations 1970.

[No. 5/15/70-Tex-A]

V. K. DIKSHIT, Dy. Secy.

नई दिल्ली, 28 मई 1971

का० आ० 2200—यतः वस्त्र समिति ने इस अधिसूचना के परिशिष्ट में सूचीबद्ध विनियमों में से प्रत्येक के विनियम (2) (क) में परिभाषित सामग्री के लिए निर्यात के प्रयोजनों के लिए मानक टाइप नियत किया है :

और यतः इस निमित्त वस्त्र समिति द्वारा केन्द्रीय सरकार की की गई सिफारिश पर, उसकी राय है कि ऐसी सामग्री का जो वस्त्र समिति द्वारा नियत मानक टाइप के अनुरूप नहीं है, निर्यात नहीं किया जाना चाहिए ।

अतः अब वस्त्र समिति अधिनियम 1963 (1963 का 41) की धारा 17 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उपर्युक्त परिशिष्ट में सूचीबद्ध विनियमों में से प्रत्येक के विनियम (2) (क) में परिभाषित सामग्री का भारत से बाहर किसी भी देश में निर्यात करने पर एतद्वारा प्रतिषेध लगाती है जब तक वह सामग्री तत्संबद्ध विनियमों के विनियम (7) के अधीन इस निमित्त वस्त्र समिति द्वारा प्राधिकृत अधिकारी द्वारा जारी किये गये प्रमाणपत्र के अन्तर्गत नहीं आती :

परन्तु, इस अधिसूचना के प्रवृत्त होने की तारीख से छह मास की अन्तःकालीन अवधि के दौरान व्यापार में बिहान न पड़ने देने की दृष्टि से, वह अधिकारी जो वस्त्र समिति द्वारा इस निमित्त विनियम (7) के अधीन प्रमाणपत्र जारी करने के लिए प्राधिकृत है, बिना ऐसे प्रमाणपत्र के ही किसी भी ऐसी सामग्री का निर्यात करने की अनुज्ञा दे सकेगा —

- (1) यदि वह सामग्री इस अधिसूचना के प्रवृत्त होने की तारीख से पहले ही पैक की जा चुकी हो : या
- (2) यदि सामग्री उक्त समिति के निरीक्षण के लिए आफर की गई है, किन्तु समिति उस तारीख से, जब सामग्री निरीक्षण के लिए आफर की गई थी एक सप्ताह के भीतर ऐसे निरीक्षण की व्यवस्था करने और उसे पूरा करने में असमर्थ रही हो ।

2. यह अधिसूचना 1 अगस्त 1971 को प्रवृत्त होगी ।

परिशिष्ट

- 1 ड्राफ्टिंग पद्धतियों के लिए एप्रन निरीक्षण विनियम, 1970.
- 2 ड्राफ्टिंग पद्धतियों के लिए काट निरीक्षण विनियम, 1970.
- 3 रिंग स्पनिंग तथा डबलिंग फ्रेम स्पिंडलों के इनसर्ट निरीक्षण विनियम, 1970.
- 4 स्पनिंग तथा डबलिंग फ्रेमों के लिए रिंग निरीक्षण विनियम, 1970.
- 5 रिंग स्पनिंग तथा डबलिंग फ्रेम हेतु स्पिंडल निरीक्षण विनियम, 1970.
- 6 रिंग स्पनिंग तथा डबलिंग फ्रेमों के लिए पेपर ट्यूब निरीक्षण विनियम, 1970.
- 7 रिंग स्पनिंग तथा डबलिंग फ्रेमों के लिए इस्पात ड्रैवलर्स निरीक्षण विनियम, 1970.
- 8 मिलिण्डर डाफर तथा लिकर-इन के लिए धातुमय कार्ड क्लोदिंग बायर निरीक्षण विनियम, 1970.
- 9 स्पीड फ्रेमों के लिए लकड़ी के फ़्लायर बोर्ड निरीक्षण विनियम, 1970.
- 10 लूमों के शटल में उपयोग के लिए सीधे तथा पुनर्बलित बेफ्ट पर्न निरीक्षण विनियम, 1970.

- 11 ग्रन्डरपिक लूमों तथा ओवरपिक लूमों के लिए पिंकिंग स्टिक निरीक्षण विनियम, 1970
- 12 बाइंडिंग मशीन के लिए लकड़ी के शंक निरीक्षण विनियम, 1970.
- 13 लूमों के शटल निरीक्षण विनियम, 1970.
- 14 बाइंडिंग मशीन के पपर कोन/चीच निरीक्षण विनियम, 1970
- 15 लूमों के लिए इस्पात के चपटे हील्ड/इमसेट मेल वायर हील्ड निरीक्षण विनियम 1970.
- 16 लूमों के लिए टिज़न वायर हील्ड/इमसेट मेल वायर हील्ड निरीक्षण विनियम, 1970.
- 17 लूमों के लिए पिचवाउन्ड वायर रीड/सम्पूर्ण धात्विक रीड निरीक्षण विनियम, 1970.
- 18 लूमों के लिए पिक्चर्स निरीक्षण विनियम, 1970.

[सं. फा. 5/15/70-टैक्स (ए.)]

बी० के० दीक्षित, उप सचिव।

New Delhi, the 24th May, 1971

S.O. 2201.—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following amendments to the notification of the Government in the late Ministry of Commerce S.O. No. 195 dated 17th January 1966, as amended by notification No. S.O. 3284 dated the 12th September, 1968, namely:—

In column (3) of the Schedule, appearing below the said notification—

- (i) Against Sl. No. 2, "Tamil Nadu" shall be substituted for "Madras";
- (ii) Against Sl. No. 3, "Meghalaya" shall be added between "West Bengal" and "Manipur".

[No. 40(6)/Exp.Insp./68.]

नई दिल्ली, 24 मई, 1971

का० आ० 2201.—निर्यात (गुण नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भारत सरकार के भूतपूर्व वाणिज्य मंत्रालय की अधिसूचना सं० का० आ० 195 दिनांक 17 जनवरी, 1966 में, जो अधिसूचना सं० का० आ० 3284 दिनांक 12 सितम्बर, 1968 द्वारा संशोधित की गई थी, निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के नीचे दी गई अनुसूची के कालम 3 (में)—

- (i) क्रम सं० 2 के सामने 'मद्रास' के स्थान पर "तमिल नाडु" प्रतिस्थापित किया जायेगा ;
- (ii) क्रम सं० 3 के सामने, "पश्चिम बंगाल" तथा "मनीपुर" के बीच में "मेघालय" जोड़ा जायेगा।

[सं० 40 (6)/एस्पो.इन्स्पे./68]

S.O. 2202.—In pursuance of rule 6 of the Export of Fish and Fish Products (Inspection) Rules, 1964, the Central Government hereby directs that the following amendment shall be made to the notification of the Government of India in the late Ministry of Foreign Trade and Supply (Department of Foreign Trade) No. S.O. 3322 dated the 14th August, 1969, namely:—

In column (2) of the Table appearing below the said notification:

Under the heading "Calcutta Region (Covering the States of Assam, Bihar, Orissa, West Bengal and Nagaland and the Union Territories of Manipur and Tripura, the Andaman and Nicobar Islands and Part-B Tribal area in the State of Assam)", for item 4 the following item shall be substituted, namely:—

"4. The Director,
Central Inland Fisheries Research Institute,
Barrackpore, 24-Parganas.—*Ex-officio*".

[No. 6(2)/71-Exp Insp.]

M. K. B. BHATNAGAR,

Deputy Director (Export Promotion).

को० आ० 2202—मछली और मछली उत्पाद निर्यात (निरीक्षण) नियम, 1964 के नियम 6 के अनुसरण में केन्द्रीय सरकार एतद्वारा निदेश देती है कि भारत सरकार के भूतपूर्व विदेश व्यापार और पुंति मंत्रालय (विदेश व्यापार विभाग) की अधिसूचना सं० का आ० 3322 तारीख 14 अगस्त, 1966 में निम्नलिखित संशोधन किया जाएगा, अर्थात् :

उक्त अधिसूचना के नीचे की सारणी के स्तम्भ (2) में :—

"कलकत्ता क्षेत्र (इसमें असम, बिहार, उड़ीसा, पश्चिम बंगाल तथा नागालण्ड के राज्य तथा मणिपुर और त्रिपुरा, अण्डमान और निकोबार द्वीप समूह के संघ राज्य क्षेत्र और असम राज्य में भाग ख—आदिम जाति क्षेत्र आते हैं) शीर्षक के नीचे मद 4 के स्थान पर निम्नलिखित मद प्रतिस्थापित की जायेगी, अर्थात् :—

"4. निदेशक,
केन्द्रीय आन्तरस्थलीय मात्स्यकी गवेषणा संस्थान,
बैरकपुर; 25—परगना ।

[सं० 6(2)/71-नि० नि०]

एम० के० बी० भटनागर,
उप-निदेशक, निर्यात संवर्धन ।

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Madras, the 26th December 1970

SUB.—Cancellation of Exchange Control Copy of licence No. P/S/1640673 dated 5th June, 1970.

S.O. 2203.—M/s. Sankar Electricals Ltd., Madurai was issued a licence No. P/S/1640673 dated 5th June, 1970, for April-March, 1970, period for the import of Land in Wires Coiled Coils etc. for a value of Rs. 2,02,621. The firm have applied for a duplicate copy of the Exchange Control copy of the licence in question on the ground that the original has been misplaced by their Bankers. In support of this contention they have filed an affidavit.

I am satisfied that the original Exchange Control copy of the licence has been misplaced and duplicate of the same be issued to the firm.

The original Exchange Control Copy of the licence in question is hereby cancelled.

[No. Eghh/351/AM '70/SSI. 1.]

M. VIRARAGHAVNA.

Dy. Chief Controller of Imp. and Exports.

(संयुक्त-मुख्य निर्यातक, आयात-निर्यात का कार्यालय मद्रास)

आदेश

मद्रास, 26 दिसम्बर, 1970

विषय :—लाइसेंस सं० पी०/एस/ 1640673, दिनांक 5-6-70 की मुद्रा विनिमय नियंत्रण प्रति को रद्द करने का आदेश।

एस० ओ० 2203 सर्वश्री शंकर इलेक्ट्रिकल्स लि० मदुरई को अप्रैल, मार्च, 1970 अवधि के लिए बायर कुबाल्ड कुवायल इत्यादि में लैंड के आयात के लिए 2,02,621 रुपये का आयात लाइसेंस सं० पी० ए० 1640673, दिनांक 5-6-70 प्रदान किया गया था। फर्म ने उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति के लिए इस आधार पर आवेदन किया है कि मूल प्रति उनके बैंकरो द्वारा अस्थानस्थ हो गई है। इस तक के सामने समर्थन में उन्होंने एक शपथ पत्र जमा किया है।

मैं इससे संतुष्ट हूँ कि मूल मुद्रा विनिमय नियंत्रण प्रति अस्थानस्थ हो गई है और उसी की अनुलिपि प्रति फर्म को जारी की जाए।

उक्त लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति एतद द्वारा रद्द की जाती है।

[रं. ई. जी. एच. एच./351/ए. एम.-70/एम. एस. आर्डी.-1]

एम० वीरराघवन,

उप-मुख्य निर्यातक, आयात निर्यात

(Office of the Jt. Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Dehi, the 30th December 1970

S.O. 2204.—M/s. Thermadyne Pvt. Ltd., 24th K. M. Mathura Road, Faridabad were granted import licence No. P/S/1620132/C/XX/36/D/29-30 dated 24th July, 1970 for (1) Kanthal Wire (Resistance Wire) and (2) Specialised requirements of Heating Elements other than Nichrome Heating (Tubular Type) upto 750 °C in Chrome Steel and Copper Tubing for Rs. 16,666. They have applied for issue of duplicate of the Exchange Control Copy thereof on the ground that it has been lost/misplaced without having been utilised at all.

2. The applicant have filed an affidavit in support of their contention as required under para 313(2) of I.T.C. Hand Book of Rules and Procedure, 1970. I am satisfied that original Exchange Control copy has been lost/misplaced.

3. In exercise of the powers conferred on me under Section 9(cc) Import (Control) Order, 1955, dated 7th December, 1955, I order the cancellation of Exchange Control Copy of Import Licence No. P/S/1620132 dated 24th July, 1970.

4. The applicant is now been issued a duplicate copy of the Exchange Control Copy of this licence in accordance with the provision of para 313(4) of I.T.C. Hand Book of Rules and Procedure, 1970.

[No. P-253(N)/AM-70/AU-HH/CLA/1890.]

A. L. BHALLA,

Dy. Chief Controller of Imports and Exports,
for Jt. Chief Controller of Imports and Exports

संयुक्त-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

(केन्द्रीय लाइसेंस क्षेत्र)

आदेश

नई दिल्ली, 30 दिसम्बर, 1970

एम० ओ० 2204.—सर्वश्री यमडाइन प्रा० लि०, 24, के० एम० मथुरा रोड, फरीदाबाद को (1) कथल तार (प्रतिरोधक तार) और क्रोम स्टील तथा कोपर ट्यूबिंग में 750 सी० तक नाइक्रोम हीटिंग (ट्यूबुलर टाइप) से भिन्न उष्मा उपघटकों की विशिष्टीकृत जरूरत की वस्तुओं के आयात के लिए 16,666 रुपये के लिए एक आयात लाइसेंस सं० पी०/एस/1620132/सी/एक्स एक्स/36/डी 29-30, दिनांक 24-7-70 जारी किया गया था। उन्होंने उसकी मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल प्रति का कुछ भी उपयोग नहीं किया गया था कि वह खो गई/अस्थानस्थ हो गई है।

2. अपने तर्कों की पुष्टि में आवेदकों ने, आयात व्यापार नियंत्रण नियम तथा क्रिया विधि पुस्तक, 1970 की कंडिका 313(2) में यथा अपेक्षित एक अपथ-पत्र दाखिल किया है। मूल-मुद्रा विनिमय नियंत्रण प्रति खो गई है/अस्थानस्थ हो गई है।

3. आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की धारा 9 (सीसी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं लाइसेंस सं० पी०/एस/1620132, दिनांक 24-7-70 की में संतुष्ट हूँ कि मुद्रा नियंत्रण प्रति को रद्द करने का आदेश देता हूँ।

4. अब आवेदक को आयात व्यापार नियंत्रण नियम तथा क्रिया विधि पुस्तक, 1970 की कंडिका 313 (4) की शर्त के अनुसार इस लाइसेंस की मुद्रा-विनिमय नियंत्रण प्रति की अनुलिपि जारी की गई है।

[संख्या पी०-253 (एन०) ए०एम०-70/ए०यू०एच० एच०/सी० एल०ए०]

ए० एल० भल्ला,

उप-मुख्य नियंत्रक, आयात-निर्यात,
कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Calcutta, the 1st March 1971

SUBJECT.—Order cancelling the Custom purposes copy of Licence No. P/E/0145109/C/XX/28/C/27-28 dated 23rd July, 1968 in connection with the issue of duplicate copy of the same.

S.O. 2205.—Heatly and Gresham Ltd., 31, Chittaranjan Avenue, Calcutta were granted the import licence No. P/E/0145109/C/XX/28CC/27-28 for Rs. 4889. They

have now applied for duplicate custom copy of the above licence on the ground that the original custom copy of the licence lost partly utilised to the extent of Rs. 889 only.

In support of the same, the applicant has filed an affidavit to the effect that the original customs copy of the above licence has been lost. I am satisfied that the original custom copy of the licence has been lost and I have directed that a duplicate custom copy of the said licence should be issued to the applicant.

The original custom copy of the licence is cancelled.

[No. 4/71/EI-II.]

संयुक्त मुख्य निबंधक, आयात-निर्यात का कार्यालय

आदेश

कलकत्ता, 1 मार्च, 1971

विषय : लाइसेंस संख्या पी०/ई०/0145109/सी/एक्स/एक्स/28/सी/27-28, दिनांक 23-7-68 की सीमा शुल्क-कार्य सम्बन्धी प्रति को रद्द करने तथा उसी की अनुलिपि प्रति जारी करने के सम्बन्ध में आदेश ।

एस०ओ० 2205.—सर्वश्री हीटले एंड ग्रेशम लि०, 31, चित्तरंजन एवेन्यू, कलकत्ता को 4,889/- रुपये के लिए आयात लाइसेंस संख्या पी० (ई०/0145109/सी/एक्स/एक्स/28/सी/27-28) स्वीकृत किया गया था । उन्होंने अब उपर्युक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति का आंशिक रूप से 889/- रुपये मात्र तक का प्रयोग करने के पश्चात् खो गई है ।

इस तर्क के समर्थन में यह बताते हुए कि उपर्युक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है, आवेदक ने एक शपथ-पत्र जमा किया है । मैं इससे संतुष्ट हूँ कि लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है और यह निदेश दिया है कि आवेदक को उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति जारी की जानी चाहिए ।

लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति रद्द की जाती है ।

[संख्या 4/71/ईआई-2]

Calcutta, the 18th March 1971

SUBJECT.—Order cancelling the Customs Purpose copy of licence No. P/E/0167505/C/XX/29/C/dated 13th November, 1968.

S.O. 2206.—M/s. Ghosh and Mitter, 33 Canning St. Calcutta-1 were granted an import licence No. P/E/0167505/C/XX/29/C/27-28 dated 13th November, 1968 for Rs. 1,000 only.

They have now applied for duplicate customs copy of the said licence on the ground that the original customs purposes copy of the above licence has been lost fully unutilised.

In support of the same the applicant has filed an Affidavit to the effect that the original Customs Purposes copy of the above mentioned licence have been lost. I am satisfied that original Customs Purposes copy of the licence has been lost, and I have directed that duplicate customs purposes copy of the said licence in question should be issued to the applicant.

The original customs purposes copy of the above licence is cancelled.

[No. 5/71-EI-II.]

M. S. PURI,

Dy. Chief Controller of Imports and Exports
for Jt. Chief Controller of Import and Exports.

कलकत्ता, 18 मार्च 1971

विषय :— लाइसेंस संख्या : पी/ई/0167505/सी/एक्स एक्स/29/सी/दिनांक 13-11-68 की सीमा-शुल्क कार्य सम्बन्धी प्रति को रद्द करने का आदेश

एस० ओ० 2206.—सर्वश्री घोष एंड मित्र, 33, केनिंग स्ट्रीट, कलकत्ता-1, को 1000/- रुपये मात्र के लिए लाइसेंस संख्या पी/ई/0167505/सी/एक्स एक्स 29/सी/27-28, दिनांक 13-11-68 प्रदान किया गया था।

उन्होंने उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क कार्य सम्बन्धी प्रति बिना प्रयोग किए ही खो गई है।

अपने तर्कों के समर्थन में आवेदक ने एक शपथ पत्र यह बताते हुए जमा किया है कि उपर्युक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है, और मैंने निदेश दिया है कि आवेदक को विषयाधीन लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति जारी की जानी चाहिए।

उपर्युक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति रद्द की जाती है।

[संख्या 5/71/ई आई-2]

एम० एन० पुरी,

उप-मुख्य नियंत्रक, आयात-निर्यात,

कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Dy. Chief Controller of Imports and Exports)

ORDER

Bombay, the 2nd April 1971

SUBJECT.—Cancellation of Licence No. P/U/2606477 dated 21st February, 1970 (Exchange Control Copy) issued in favour of M/s. Shri Shakti Printing and Dyeing Works, Bombay. 1.

S.O. 2207.—M/s. Shri Shakti Printing and Dyeing Works, Nagindas Chambers, 2nd floor 167, Frere Road, Bombay. 1 have been granted licence No. P/U/2606477 dated 21st February, 1970, for Rs. 25312 (Rupees Twenty Five Thousand Three Hundred and Twelve only) for Import of Dyes and Chemicals.

They have applied for duplicate copy of exchange control purposes of the said licence on the ground that the original exchange control copy of licence has been misplaced.

It is further stated that the exchange control copy of licence affords the balance to the extent of Rs. 5,668 (after having utilised).

In support of their claim applicant have filed an affidavit.

I am satisfied that the Exchange Control copy of licence No. P/U/260477 dated 21st February, 1970, has been lost and direct that the duplicate copy of licence should be issued to the applicant firm.

The original Exchange Control Copy of Licence is cancelled.

[No. 38/208960/OD. 69/EPSC. IAO.]

D. D'SOUZA,

Dy. Chief Controller of Imports and Exports,
for Jt. Chief Controller of Imports and Exports.

मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

आदेश

मुम्बई, 2 अप्रैल 1971

विषय :—सर्वश्री शक्ति प्रिंटिंग एण्ड डाईंग वर्क्स, बम्बई-1 को जारी किए गए लाइसेंस सं० 2606477 दिनांक 21-2-1970 (चलन नियंत्रक प्रति) को रद्द करना

एस० ओ० 2207.—सर्वश्री शक्ति प्रिंटिंग एण्ड डाईंग वर्क्स, नगीतदास चेंबर्स, 167, फ्रिग्र रोड, बम्बई-1 को रजक और रसायनों के आयात के लिए 25312 रुपये (पच्चीस हजार तीन सौ बारह रुपये) के लिए एक लाइसेंस सं० 2606477 दिनांक 21-2-1970 मात्र प्रदान किया गया था।

उन्होंने उक्त लाइसेंस की चलन नियंत्रक प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस खो गया है।

आगे यह सूचना दी गई है कि मूल लाइसेंस चलन नियंत्रक कार्यालय से पंजीकृत नहीं किया गया है और उसका उपयोग नहीं हुआ है।

अपने दावे के समर्थन में आवेदक ने एक शपथ पत्र जमा किया है।

मैं संतुष्ट हूँ कि लाइसेंस सं० 2606477, दिनांक 21-2-1970 की मूल चलन नियंत्रक प्रति खो गई है और निदेश देता हूँ कि आवेदक फर्म को लाइसेंस की अनुलिपि जारी की जानी चाहिए।

मूल चलन नियंत्रक प्रति रद्द की जाती है।

[सं० मि० 38/208960/ओ डी० 69/एल/एपीएस सी ओ]

श्री डी० डी० डीसूजा,

उप-मुख्य नियंत्रक, आयात निर्यात।

कुते संयुक्त मुख्य नियंत्रक, आयात निर्यात।

(Office of the Dy. Chief Controller of Imports and Exports)

ORDER

New Delhi, the 3rd April 1971

SUBJECT.—Order for cancellation of Custom Purpose and Exchange Control copy of licence No. P/E/O/84674 dated 18th December, 1970, issued in favour of M/s. Gopaldas Wadhmal and Sons, 1-Prabhat, 28-B Road, Bombay-1.

S.O. 2208.—M/s. Gopaldas Wadhmal and Sons, 1-Prabhat, 28-B Road, Bombay-1 was granted an import licence No. P/E/O/84674 dated 18th December, 1970, for Rs. 729 for the import of M. V. Parts for the licensing period AM. 66 from General Area. They have applied for duplicate copy of the Custom purpose as well as the Exchange control copy of the above mentioned licence on the ground that the original licence in duplicate have been lost or misplaced. It is further stated that the original licence has not been registered with any Customs authorities nor the same has been utilised.

In support of their contention, the applicant has filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Greater Bombay. I am satisfied that both Customs Purpose and Exchange control copy of the original licence No. P/E/0184674 dated 18th December, 1970, for Rs. 729 has been lost or misplaced and direct that duplicate copy of both Custom purpose and Exchange control copy of the aforesaid licence should be issued to the applicant. The original licence No. P/E/0184674 dated 18th December, 1970, is hereby cancelled.

[No. Misc/AM. 69/EI III.]

R. D. MANGAT,

Dy Chief Controller of Imports and Exports,
for Jt. Chief Controller of Imports and Exports.

संयुक्त-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय, बम्बई ।

रद्द आदेश

बम्बई 3 अप्रैल, 1971

विषय :—सर्वश्री गोपालदास बाधुमल एण्ड सन्स, 1—प्रभात, 28—बी रोड, बम्बई-1, को जारी किए गए लाइसेंस सं० पी०/ई०/ 0184674 दिनांक 18-12-70 की सीमा शुल्क प्रति और मुद्रा विनिमय नियंत्रण प्रति को रद्द करने का आदेश ।

एस० ओ० 2208.—सर्वश्री गोपालदास बाधुमल एण्ड सन्स, 1—प्रभात, 28—बी रोड, बम्बई-1, को लाइसेंस अवधि अप्रैल-मार्च, 66 के लिए सामान्य मुद्रा क्षेत्र से 729 रुपये मूल्य के मोटर विहिकल पुर्जों के आयात के लिए एक आयात लाइसेंस संख्या पी०/ई०/ 0184674 दिनांक 18-12-70 प्रदान किया गया था । उन्होंने उपर्युक्त लाइसेंस की सीमा शुल्क सम्बन्धी प्रति तथा मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस की दोनों प्रतियां खो गई हैं या अस्थानस्थ हो गई हैं । आगे यह उल्लेख किया गया कि मूल लाइसेंस किसी भी सीमाशुल्क प्राधिकारियों से पंजीकृत नहीं कराया गया है और न ही उसका उपयोग किया गया है ।

अपने तक के समर्थन में आवेदक ने स्टाम्प कागज पर प्रेजीडेन्सी मजिस्ट्रेट, ग्रेटर बम्बई के सामने विधिवत् साध्यांकित एक शपथ-पत्र दाखिल किया है । मैं संतुष्ट हूं कि 729 रुपये मूल्य के लाइसेंस सं० पी०/ ई०/ 0184674 दिनांक 18-12-70 की सीमाशुल्क सम्बन्धी प्रति तथा मुद्रा विनिमय नियंत्रण प्रति दोनों खो गई हैं या अस्थानस्थ हो गई हैं और निदेश देता हूं कि पूर्वोक्त लाइसेंस की सीमाशुल्क सम्बन्धी तथा मुद्रा विनिमय नियंत्रण दोनों प्रतियां आवेदक को जारी की जानी चाहिए । मूल लाइसेंस सं० पी०/ ई०/ 0184674 दिनांक 18-12-70 एतद्-द्वारा रद्द किया जाता है ।

[सं० एम 69/ई० आई० III]

आर० डी० मंगत,

उप-मुख्य नियंत्रक, आयात-निर्यात
कृते मुख्य संयुक्त नियंत्रक, आयात-निर्यात ।

(Office of the Dy. Chief Controller of Imports and Exports)

ORDER

New Delhi, the 21st May 1971

S.O. 2209.—M/s. Electric Control Gear Private Ltd., Behind Arbuda Mills Ltd., Rakhial Road, Ahmedabad-21, were granted licence No. P/D/2175394/S/NE/37/H/31 dated 19th October, 1970 for Rs. 50,000 for the import of raw materials & Components as per list attached to it from Netherlands. They have requested for issue of duplicate Customs Purposes Copy of the licence on the ground that the original Customs Purposes Copy has been lost by them. It has further been reported by the licensee that the Custom Purpose Copy has been lost without having been registered with any Customs authority and that the same has not been utilised at all.

In response of their contention the applicant have filed an Affidavit. The undersigned is satisfied that the original Customs Purposes Copy of Licence No. P/D/2175394/S/NE/37/H/31 dated 19th October, 1970 has been lost and directs that a duplicate Customs Copy of the said licence should be issued to them. The original Customs Purpose Copy is cancelled (A duplicate Customs Purpose Copy of the import licence is being issued separately).

[No. SWG/14(1)/70-71/RM.6]

मुख्य निर्यातक, आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली 21 मई, 1971

एत० प्रो० 2209.—सर्वश्री इलेक्ट्रिक कंट्रोल गियर, प्रा० लि०, बिहाइन्ड अरबुदा मिल्स लि०, राखियाल रोड, अहमदाबाद-21 को निदरलैंड से लाइसेंस से संलग्न सूची के अनुसार कच्चे माल और मयटकों के आयात के लिए 50,000 रुपये के लिये एक लाइसेंस सं० पी०/डी० 2175394/एस/एन/ई/37/एच/31, दिनांक 19-10-70 प्रदान किया गया था। उन्होंने लाइसेंस की सीमा शुल्क प्रति की अनुलिपि जारी करने के लिये इस आधार पर आवेदन किया है कि मूल सीमा शुल्क प्रति उनसे खो गई है। लाइसेंसधारी द्वारा आगे यह सूचना दी गई है कि सीमा शुल्क प्रति किसी भी सीमा शुल्क प्राधिकारी से पंजीकृत कराए बिना ही खो गई है और उसका उपयोग बिल्कुल नहीं हुआ है।

अपने तर्क के समय में आवेदक ने एक शपथ-पत्र दाखिल किया है। अधोहस्ताक्षरी संतुष्ट है कि लाइसेंस संख्या पी०/डी० 2175394/एस/एन/ई/37/एच/31, दिनांक 19-10-70 की मूल सीमा शुल्क प्रति खो गई है और निदेश देता है कि उक्त लाइसेंस की सीमा शुल्क प्रति की अनुलिपि आवेदकों को जारी की जानी चाहिए। मूल सीमा शुल्क प्रति रद्द की जाती है (आयात लाइसेंस की सीमा शुल्क प्रति की अनुलिपि अलग से जारी की जा रही है)।

[संख्या: एस डब्ल्यू जी/14(1)/70-71आर एम-6]

सरदूल सिंह

उप-मुख्य नियंत्रक, आयात-निर्यात,
कृत मुख्य नियंत्रक, आयात निर्यात।

New Delhi, the 26th May 1971

S.O. 2210.—M/s. The Newspapers Limited, Leader Building, 3, Leader Road, Allahabad were granted an import licence No. P/A/1337511/C/XX/38/H/31.32 dated 4th January, 1971, for Rs. 39,942 (Rupees Thirty nine thousand nine hundred and forty two only). They have applied for the issued of a duplicate Exchange Control Purposes copy of the said licence on the ground that the original Exchange Control Purposes copy has been lost/misplaced. It is further stated that the original Exchange Control Purposes copy was registered with the authorities at United Commercial Bank Limited, Allahabad unutilised. It was utilised for—and the balance available on it was Rs. 39,942.

2. In support of this contention the applicant has filed an affidavit along with a certificate from Commissioner for Oath, District Court, Allahabad. I am accordingly satisfied that the original Exchange Control Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-Clause 9 (cc) of the Import (Control) Order, 1955 dated 7th December, 1955 as

amended the said original Exchange Control Purposes copy of licence No. P/A/1337511/C/XX/ 38/ H/31.32 dated 4th January, 1971, issued to M/S. The Newspapers Ltd., Allahabad is hereby cancelled.

3. A duplicate Exchange Control Purpose copy of the said licence is being issued separately to the licensee.

[No. 115-V/N-4/70-71/NPCIA.]

नई दिल्ली, 26 मई, 1971

एस० ओ० 2210—सर्वश्री दी न्यूजपेपर्स लिमिटेड, 3, लीडर रोड, इलाहाबाद को 39,942 रुपये (उन्तालीस हजार नौ सौ ब्यालीस रुपये मात्र) के लिए एक आयात लाइसेंस संख्या पी/ए/1337511 दिनांक 4-1-1971 प्रदान किया गया था। उन्होंने लाइसेंस की अनुलिपि जारी करने के लिए इस आधार पर आवदन किया है कि मूल मुद्रा-विनिमय नियंत्रण प्रति खो गई है। इसका बिल्कुल उपयोग नहीं हुआ था और इस पर शेष उपलब्ध धन राशि 39,942 रुपये थी।

2. इस तर्क के समर्थन में आवेदक ने शपथ-आयुक्त (कमिश्नर फार ओथ), डिस्ट्रिक्ट कोर्ट, इलाहाबाद, द्वारा विधिवत् साक्ष्यांकित एक शपथ पत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि उक्त लाइसेंस की मूल मुद्रा-विनिमय नियंत्रण प्रति खोई गई है। इसलिए, यथा संशोधित आयात-नियंत्रण आदेश, 1955, दिनांक 7-12-55 की उपधारा 9 (सी सी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री दी न्यूजपेपर्स लिमिटेड, 3 लीडर रोड, इलाहाबाद को जारी किए गए लाइसेंस सं० पी/ए/1337511 दिनांक 4-1-1971 की उक्त मूल मुद्रा-विनिमय नियंत्रण प्रति को एतद् द्वारा रद्द किया जाता है।

3. लाइसेंस धारी को उक्त लाइसेंस की मुद्रा-विनिमय नियंत्रण प्रति की अनुलिपि अलग से जारी की जा रही है।

[संख्या 115—पांच/एन०-4/70-71 न्यूजप्रिंट सेल 1(ए)]

New Delhi, the 27th May 1971

S.O. 2211—Mrs. Madras Sheet Glass Workers (Private) Limited, Madras were granted 2 licences viz Nos. (I) P/D/2180011 dated 6th June 1970 valued at Rs. 82,500 for the import of Raw Materials from U.S.A. and (II) P/D/2176677 dated 14th December 1970 valued at Rs. 17,500 for the import of spare parts from U.K. They have requested for the issue of duplicate copies of Exchange Control copies of these licences on the ground that the original Exchange Control copies of the licences have been lost/misplaced. It has been further reported that these licences (Exchange Control copies) were lost/misplaced after utilising Rupees Nil and that these licences have not been registered with any of the Collector of Customs.

2. In support of their contention, the applicant has filed an affidavit. The undersigned is satisfied that the original licences (Exchange Copies) (i) P/D/2180011 dated 6th June 1970 and (ii) P/D/2176677 dated 14th December 1970 have been lost/misplaced and directs that duplicate Exchange Control copies of the said licences should be issued to them. The original licences (Exchange Control copies) are cancelled.

[No. Glass-32(1)/A.M.70/R.M.3./344.]

SARDUL SINGH,

Dy. Chief Controller of Imports & Exports.

नई दिल्ली, 27 मई, 1971

एस० ओ० 2211.—सर्वश्री मद्रास स्टील वर्क्स (प्रा०) लि०, मद्रास को दो लाइसेंस अर्थात् (1) यू० एस० ए० से कच्चे माल के आयात के लिए 82,500 रुपये का आयात लाइसेंस सं० पी०/डी०/2180011 दिनांक 6-6-70 तथा (2) यू० के० से फालतू पुर्जों के आयात के लिए

17,500 रुपये का आयात लाइसेंस सं० पी०/डी०/2176677 दिनांक 14-12-70 स्वीकृत किए गए थे। उन्होंने उक्त लाइसेंसों की अनुलिपि मुद्रा विनियम नियंत्रण प्रतियों के लिए इस आधार पर आवेदन किया है कि लाइसेंसों की मूल मुद्रा विनियम नियंत्रण प्रतियां खो गई हैं। अस्थानस्थ हो गई हैं। आगे यह बताया गया है कि ये लाइसेंस (मुद्रा विनियम नियंत्रण प्रतियां) बिना किसी सीमा-शुल्क समाहर्ता के पास पंजीकृत कराए और बिना उपयोग किए ही खो गए थे। अस्थानस्थ हो गए थे।

अपने तर्क के समर्थन में आवेदक ने एक शपथ-पत्र जमा किया है। अधोहस्ताक्षरी इससे संतुष्ट है कि (1) लाइसेंस सं० पी०/डी०/2180011, दिनांक 6-6-70 तथा (2) पी०/डी०/2176677 दिनांक 14-12-1970 की मूल मुद्रा विनियम नियंत्रण प्रतियां खो गई हैं। अस्थानस्थ हो गई हैं और निदेश देता हूं कि उन्हें उक्त लाइसेंसों की अनुलिपि मुद्रा विनियम नियंत्रण प्रतियां जारी की जानी चाहिए। मूल लाइसेंस (मुद्रा विनियम नियंत्रण प्रतियां) रद्द किया जाता है।

[संख्या ग्लास—32 (1)/ए०एम० 70/आर एम 3/344]

सरदूल सिंह,

उप मुख्य नियंत्रक, आयात-निर्यात।

MINISTRY OF EDUCATION AND YOUTH SERVICES

New Delhi, the 26th May 1971

S.O. 2212.—In pursuance of section 36 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby makes the following correction in the description of the ancient monument referred to at item 99 under the heading "Mysore State" in Part I of the Schedule to the Ancient and Historical Monuments and Archaeological Sites and Remains (Declaration of National Importance) Act, 1951 (71 of 1951) and deemed to be an ancient monument declared to be of national importance for the purposes of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958) under Section 3 of that Act, namely:—

The entry:

99.	Shahji's tomb	..	Hodigere
Shall be corrected as follows, namely:—			
99.	Samadhi of Shahji Bhonsale together with adjacent land comprised in survey plot No. 219/1 measuring 0.50 acre bounded on the : North—Survey plot No. 219/1 East—Survey plot No: 219/1 South—Gramatan West—Survey plot No. 219/1 Owned by Government.	..	Hodigere in tehsil channagiri of shimoga distt., Mysore.

A. S. Talwar

Under Secretary to the Govt. of India

[No. F. 5/209/70-CI(I).]

A. S. TALWAR, Under Secy.

शिक्षा मंत्रालय

नई दिल्ली, 26 मई, 1971

एस० ओ० 2212.—प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम 1958 (1958 का 24) की धारा 36 के अनुसरण में केन्द्रीय सरकार प्राचीन तथा ऐतिहासिक संस्मारक और पुरातत्वीय स्थल और अवशेष (राष्ट्रीय महत्व की घोषणा) अधिनियम 1951 (1951 का

17) की अनुसूची के भाग 1 में "मैसूर राज्य" शीर्षक के नीचे मद 99 पर निर्दिष्ट और उस अधिनियम की धारा 3 के अधीन प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम 1958 (1958 का 24) के प्रयोजनों के लिये राष्ट्रीय महत्व के घोषित समझे गये प्राचीन संस्मारक के विवरण में एतद्वारा निम्नलिखित शुद्धि करती है; अर्थात् :—

99 शाह जी की समाधि प्रविष्टि निम्नलिखित रूप में शुद्ध की जाएगी अर्थात् :—

99 शाह जी भोंसाले की समाधि

जिला शिमोगा मैसूर की
चन्नागिरि तहसील में होदि-
गियर ।

0.50 एकड़ के माप वाले सर्वेक्षण प्लॉट सं० 219/1 में समाविष्ट
समीपवर्ती भूमि सहित निम्न रूपेण प्रदर्शित की गई हैं ।

उत्तरी—सर्वेक्षण प्लॉट सं० 219/1

पूर्वी —सर्वेक्षण प्लॉट सं० 219/1

दक्षिणी—ग्रामतन

पश्चिम—सर्वेक्षण प्लॉट सं० 219/1 जो सरकार के स्वामित्व में हैं ।

[सं० एफ० 5/209/70-सी आई (I)]

ए० एस० तलवार, अवर सचिव ।

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 27th May 1971

S.O. 2213.—In exercise of the powers conferred by sub-rule (1) of rule 9 of the Shipping Development Fund Committee (General) Rules, 1960, the Central Government hereby appoints Shri U. S. Shrivastuv, IAS, as Secretary of the Shipping Development Fund Committee, with effect from the 23rd March, 1971, vice Shri J. C. Jetli.

[No. 35-MD(37)/70.]

M. K. RAMASWAMY, Under Secy.

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली 27 मई 1971

एस० ओ० 2213.—नौवहन विकास निधि समिति (साधारण) नियम, 1960 के नियम 9 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री यू० एस० श्री वास्तव आई० ए० एस० को श्री जे० सी० जैतली के स्थान पर 23 मार्च, 1971 से नौवहन विकास निधि समिति के सचिव के रूप में नियुक्त करती है ।

[सं० 35-एमडो (37)/70]

एम० के० रामस्वामी, अवर सचिव ।

ISPAT AUR KHAN MANTRALAYA**(Khan Vibhag)***New Delhi, the 21st May 1971*

S.O. 2214.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines & metals) No. S.O. 2565, dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,—

- (i) land measuring 235.00 crores in village Manidi, Garbhudih, Bardubhi Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih, in the District Dhanbad;

And whereas S/Shri Srava Nand Singh, Chhathu Singh, Bharat Singh, Jhalu Singh, Allu Singh, Mohan Singh, Haldar Singh for an area of 5.87 acres of land and Chhatu Singh, Kunj Bihari Singh, Kesha Singh, and Santu Singh for an area of 2.19 acres of land were found persons interested under section 13 of the said Act and in accordance with the authentication made by the State Government authorities the compensation for an area of 8.06 acres out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70.]

इस्पात और खान मंत्रालय**(खान विभाग)**

नई दिल्ली, 21 मई, 1971

का० आ० 2214—यतः क्रोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565 तारीख 9 अगस्त, 1965 के अनुसरण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (i) मनीदी, गरबडीह, बारदुभी, वालुडीह, डुबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि; और
- (ii) धनबाद जिले में गरबडीह, वालुडीह डुबराजपुर, बारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उन की तलाश करने उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार ;

और यतः राज्य सरकार अधिकारियों के अधिप्रमाणन के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वश्री सर्वानन्द सिंह, छयन सिंह, भरत सिंह, झालम सिंह, आलम सिंह, मोहन सिंह, हल्दर सिंह, 5.87 एकड़ भूमि के लिए हितबद्ध व्यक्तियों के रूप में पाए गए थे

और छाडूँतड़, कुंज बिहारी सिंह, केशव सिंह और शान्तु सिंह 2.19 एकड़ भूमि के लिए हित-बद्ध व्यक्तियों के हक में पाए गए थे और तदनुसार उक्त अर्जन में से 8.06 एकड़ क्षेत्र के लिए उनके पक्ष में प्रतिकर निर्धारित किया गया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिकर की राशिकरार द्वारा नियत नहीं की जा सकी ; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध ही स्वीकार की गई है ;

अतः, अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हितबद्ध व्यक्तियों को संदेय प्रतिकर की राशिकरी अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री खनेश्वर प्रसाद सिन्हा, इधर न्यायिक आयुक्त, रांची होंगे।

[सं० फा० को० 3-5(9)/70]

S.O. 2215.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines and Metals), No. S.O. 2565, dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired,—

- (i) land measuring 235.00 acres in village Manidi, Garbhudih, Bardubhi Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur Bardubhi and Jatudih, in the District Dhanbad.

And whereas S/Shri Ramanand Mosif, Govind Mosif, Shibial Mosif, were found as persons interested for 0.32 acres of lands and Chhigu Sain, Khudu Sain, Narayan Prasad Singh and Most, Goribaia Debi were found as persons interested for compensation for 1.86 acres of lands under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 0.32 acre and 1.86 acres respectively out of the said acquisition were assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by a agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70.]

का० आ० 2215.—यतःकोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565 तारीख 9 अगस्त 1965 के अनुसरण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (i) मनीदी, गरबुडीह, बारदुभी, बालुडीह, डुबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि; और
- (ii) धनबाद जिले में गरबुडीह, बालुडीह, डुबराजपुर, बारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया बंद करने, खोदने के लिए और उन की तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार;

और यतः राज्य सरकार प्राधिकारियों द्वारा किए गए अधिप्रमाणन के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वश्री रामाचन्द्र मोसिफ, गोबद मोसिफ, शिबलाल मोसिफ 0.32 एकड़ भूमि के लिए हितबद्ध व्यक्तियों के रूप में पाए गए थे और छिगु सैन, खुडु सैन, नारायण प्रसाद सिंह एवं मुस्मत्त गोरीबाला देवी 1.86 एकड़ भूमि के लिए प्रतिकर के लिए हितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से क्रमशः 0.32 एकड़ एवं 1.86 एकड़ क्षेत्र के लिए उनके पक्ष में प्रतिकर निर्धारित किया गया था।

और यतः प्रस्थापित प्रतिकर की राशि पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिकर की राशि करार द्वारा नियत नहीं की जा सकी; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सबिरोध ही स्वीकार की गई है;

अतः अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हितबद्ध व्यक्तियों को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रवेनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त रांची होंगे।

[सं० फा० को० 3-5(9)/70]

S.O. 2216.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines and Metals) No. S.O. 2565 dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired,—

- (i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi, Baludhi, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih, in the District Dhanbad.

And whereas Srimati Saroda Goalin D/o Gujan Gope and Sri Gadu Gope S/o Chitu Gope, father of Luxman Gope were found as persons interested for compensation under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 0.34 acre out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabeshwar Prasad Sinha Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

[No C3-5(9)/70.]

का० जा० 2216.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565 तारीख 9 अगस्त, 1965 के अनुसारण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (i) मनीदी, गरबूडीह, बारदुभी, बालुडीह, डुबराजपुर, और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि; और

- (ii) धनबाद जिले में गरबुडीह, बालुडीह, डुबराजपुर, बारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उन की तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार;

और यतः राज्य सरकार प्राधिकारियों द्वारा किए गए अधिग्रहण के अनुसार उक्त अधिनियम की धारा 13 के अधीन श्रीमती सरोदा गोलिन, सुपुत्री गुजन गोम और श्री गाडु गोप, सुपुत्र चिट्टु गोम, लक्ष्मण गोम के पिता, प्रतिस्पर्धित हितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से 0.34 एकड़ क्षेत्र के लिए उनके पक्ष में प्रतिस्पर्धित निर्धारित किया गया;

और यतः प्रस्थापित प्रतिस्पर्धित की राशि की परीक्षा के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिस्पर्धित की राशि करार द्वारा निवृत्त नहीं की जा सके; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सख्ती से ही स्वीकार की गई है ;

अतः, अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार हितबद्ध व्यक्तियों को संदेय प्रतिस्पर्धित की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रवनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे।

[सं० फा० को० 3-5(9)/70]

S.O. 2217.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines and Metals), No. S.O. 2565, dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired,—

- (i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in village Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih, in the District Dhanbad;

And whereas S/Shri Umed Singh, Chhatis Singh, Sahdeo Singh, Satyanarayan Singh, and Parmanand Singh were found as persons interested for compensation under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 4.32 acres of land out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70.]

का० आ० 2217.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतत्पूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565, तारीख 9 अगस्त, 1965 के अनुसरण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (i) मनीदी, गरबुडीह, बारदुभी बालुडीह, डुबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि; और

- (ii) धनबाद जिले में गरबुडीह, बालुडीह, डुबराजपुर, बारदुभी श्रीप जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उनकी तालाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार ;

और यतः राज्य सरकार प्राधिकारियों द्वारा किए गए अधिग्रमाणन के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वश्री उमेद सिंह, छत्तीस सिंह, सहदेव सिंह, सत्यनारायण सिंह और परमानन्द सिंह प्रति करार्थ हितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से 4.32 एकड़ क्षेत्र के लिए उनके पक्ष में हितकार प्रतिकर निधारित किया गया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिये सन्देश प्रतिकर की राशि करा र द्वारा नियत नहीं की जा सकी ; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध ही स्वीकार की गई है ।

अतः, अब कोयला क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार हितबद्ध व्यक्तियों को सन्देश प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिये एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रवनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

[संख्या पा० को० 3—5(9)/70]

के० सुब्रह्मण्य, अवसर सचिव ।

S.O. 2218.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines & Metals) No. S.O. 2565, dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired,—

- (i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi, Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih, in the District Dhanbad;

And whereas Sri Joti Lal Singh, Promod Singh, Bhuvaneshwar Singh, Shiblal Singh, Ramanand Mosif, Govind Singh, and Guhi Singh were found as persons interested for compensation under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 6.38 acres out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70.]

का०आ० 2218.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565, तारीख 9 अगस्त, 1965 के अन्तर्गण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (i) मनीडी, गरबुडीह, बारदुभी, बालुडीह, डुबराजपुर, और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि; और

- (ii) घनवाड जिले में गरबुडीह, बालडीह, डबराजपुर, बारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिये और उनकी तलाश करने उन्हें प्राप्त करने, कार्य करने और जाने के अधिकार ;

और यतः राज्य सरकार प्राधिकारियों द्वारा किये गये अधिप्रामाण के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वे श्री जोति लाल सिंह, प्रमोद सिंह, भुवनेश्वर सिंह, शिव लाल सिंह, रमानन्द मोसिफ, गोविन्द सिंह और गुडी सिंह प्रतिकरार्थ हितबद्ध व्यक्तियों के रूप में पाए गये थे और तदनुसार उक्त अर्जन में से 6.38 एकड़ क्षेत्र के लिये उनके पक्ष में प्रतिकर निर्धारित किया गया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिये सन्देश प्रतिकर की राशि करार द्वारा नियत नहीं की जा सकी ; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध ही स्वीकार की गई है ;

अतः, अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार हितबद्ध व्यक्तियों को सन्देश प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिये एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रवनेश्वर सिन्हा, ऊपर न्यायिक आयुक्त, रांची होंगे ।

[संख्या फा० को 3—5(9)/70]

S.O. 2219.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines & Metals) No. S.O. 2565, dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired,—

- (i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur and Jatudih; and

And whereas S/Shri Bijay Singh, Jitu alias Radhanath, Nera Lal Singh, Rup Lal Singh, Patel Chand Singh, Amrit Lal Singh, Bhusan Singh and Kamala, w/o Bhikhari Singh were found as persons interested for compensation under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 4.18 acres out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70]

एस० ओ० 2219.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान (खान और धातु विभाग) की अधिवचना संख्या फा० आ० 2565, तारीख 9 अगस्त, 1965 के अनुसरण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (1) मनीडी, गरबुडीह, बारदुभी, बालुडीह, डबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि ; और

- (ii) धनबाद जिले में गुरबुडीह, डुबराजपुर, बालुडीह, वारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उन की तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार;

और यतः राज्य सरकार प्राधिकारियों द्वारा किए गए अधिग्रहण के अनुसार उक्त अधिनियम, की धारा 13 के अधीन सर्वे श्री ब्रिजय सिंह जितू उर्फ राधानाथ, नेरा लाल सिंह, रूप लाल सिंह, पटेल चन्द सिंह, अमृत लाल सिंह, भूषण सिंह और कमला, पत्नी भिखारी सिंह, प्रतिकार्य सितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से 4.18 एकड़ क्षेत्र के लिए उनके पक्ष में प्रतिफल निर्धारित किया गया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिकर की राशि करार द्वारा निवृत्त नहीं की जा सकी; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध ही स्वीकार की गई है ;

अतः, अब क्रोयाला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हितबद्ध व्यक्तियों का संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रवनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

(सं० फा० क्रो० 3-5(9)/70)

S.O. 2220.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines & Metals) No. S.O. 2565 dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired,—

(i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi Baludih, Dubrajpur and Jatudih; and

(ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih, in the District Dhanbad;

And whereas S/Shri Sarba Nand Singh, Chhatu Singh, Bharat Singh, Gulu Singh, Allu Singh, Mohan Singh and Haldhar Singh were found as persons interested for compensation under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 1.49 acres out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

का० आ० 2220.—यतः क्रोयाला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565 तारीख 9 अगस्त, 1965 के अनुसरण में केन्द्रीय सरकार के निम्नलिखित का अर्जन किया है :—

- (1) मनीदी, गरबुडीह, वारदुभी, बालुडीह, डुबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि, और

- (ii) धनबाद जिले में गरबुडीह, बालुडीह, डुबराजपुर, बारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उन की तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार ;

और यतः राज्य सरकार प्राधिकारियों के अधिप्रमाणन के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वश्री सर्वानन्द सिंह, छाटू सिंह, भरत सिंह, गुलू सिंह, आलू सिंह, मोहन सिंह और हलधर सिंह प्रतिकराय हितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से 1.49 एकड़ भूमि क्षेत्र के लिए उनके पक्ष में प्रतिकर निर्धारित किया गया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिकर की राशि करार द्वारा नियत नहीं की जा सकी ; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध ही स्वीकार की गई है ;

अतः, अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हितबद्ध व्यक्तियों को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रवनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

[सं० फा० को० 3-5(9)/70]

S.O. 2221.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines & Metals) No. S.O. 2565 dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired:—

- (i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi, Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih, in the District Dhanbad;

And whereas S/Shri Motilal alias Doman Saina Joutu Sain and Rajkumar Sain were found as persons interested for compensation under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 1.44 acres of land out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70.]

का०आ० 2221.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना संख्या का० आ० 2565 तारीख 9 अगस्त, 1965 के अनुसरण में केन्द्रीय सरकार ने निम्नलिखित का अर्जन किया है :—

- (i) मनीडी, गरबुडीह, बारदुभी, बालुडीह, डुबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि, और

- (ii) धनबाद जिले में गरबुडीह, बालुडीह, डुबराजपुर, वारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में, खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उनकी तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार ;

और यतः राज्य सरकार प्राधिकारियों द्वारा किए गए अधिग्रमाणन के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वश्री मोतीलाल उर्फ दोमन सेन जोतू सेन और राजकुमार सेन प्रति-करार्थ हितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से 1.44 एकड़ क्षेत्र के लिए उन के पक्ष में प्रतिकर निर्धारित किया गया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिकर की राशि करार द्वारा नियत नहीं की जा सकी ; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध हो स्वीकार की गई है ;

अतः, अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हितबद्ध व्यक्तियों को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रबनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

[सं० फा० को० 3-5(9)/70]

S.O. 2222—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines & Metals) No. S.O. 2565 dated the 9th August, 1965 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government has acquired:—

- (i) land measuring 235.00 acres in villages Manidi, Garbhudih, Bardubhi Baludih, Dubrajpur and Jatudih; and
- (ii) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 40.00 acres in villages Garbhudih, Baludih, Dubrajpur, Bardubhi and Jatudih. in the District Dhanbad;

And whereas S/Shri Chitta Ranjan Singh Chaudhury, and Thakur Dayal Singh Chaudhury, s/o, Beni Madho Singh were found as persons interested under section 13 of the said Act in accordance with the authentication made by the State Government authorities and accordingly compensation for an area of 1.10 acres out of the said acquisition was assessed in their favour;

And whereas the amount of compensation payable for the said acquisition could not be fixed by agreement there being a dispute as to the sufficiency of amount of compensation offered and the amount so offered has been accepted by the persons interested under protest;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a Tribunal consisting of Shri Rabneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the persons interested.

[No. C3-5(9)/70.]

का० आ० 2222.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात और खान मंत्रालय (खान और धातु विभाग) की अधिसूचना का० आ० 2565 तारीख 9 अगस्त, 1965 के अनुसरण में केन्द्रीय सरकार ने निम्न-लिखित का अर्जन किया है :—

- (i) मनीदी, गरबूडीह, बारदुभी, बालुडीह, डुबराजपुर और जातुडीह ग्रामों में 235.00 एकड़ माप की भूमि, और
- (ii) धनबाद जिले में गरबूडीह, बालुडीह, डुबराजपुर, बारदुभी और जातुडीह ग्रामों में 40.00 एकड़ माप की भूमि में खनिजों के खनन, खदान क्रिया, बोर करने, खोदने के लिए और उन की तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार ;

और यतः राज्य सरकार प्राधिकारियों के अधिग्रहण के अनुसार उक्त अधिनियम की धारा 13 के अधीन सर्वश्री चित्त रंजन सिंह चौधरी, और ठाकुर दयाल सिंह चौधरी, पुत्र श्री बेनी माधो सिंह, हितबद्ध व्यक्तियों के रूप में पाए गए थे और तदनुसार उक्त अर्जन में से 1.10 एकड़ क्षेत्र के लिए उनके पक्ष में प्रतिकर निर्धारित किया था ;

और यतः प्रस्थापित प्रतिकर की राशि की पर्याप्तता के बारे में विवाद होने से उक्त अर्जन के लिए संदेय प्रतिकर की राशि करार द्वारा नियत नहीं की जा सकी ; और इस प्रकार प्रस्थापित राशि हितबद्ध व्यक्तियों द्वारा सविरोध ही स्वीकार की गई है ;

अतः, अब कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 14 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार हितबद्ध व्यक्तियों को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्द्वारा एक अधिकरण को गठित करती है जिसमें श्री रवनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

[सं० फा० को० 3-5(9)/70]

के० सुब्रह्मण्यम, अवर सचिव ।

ERRATUM

New Delhi, the 20th May 1971

S.O. 2223.—In the Notification of the Government of India in the late Ministry of Petroleum & Chemicals and Mines and Metals (Department of Mines and Metals), No. S.O. 2811, dated the 22nd August, 1970, published in Part II, Section 3, Sub-section (ii) of the Gazette of India Extraordinary, dated the 22nd August, 1970, at pages 1395 to 1401:—

(i) at page 1395—

in line 6 of the first para of the notification, for "410 acres", read "4.10 acres";

(ii) at page 1396—

(i) in line 1, for "th", read "the";

(ii) in line 27, for "the proceedings held by him a report containing", read "the proceedings held by him and a report containing";

- (iii) in lines 27 and 28, for "recommendattions", read "recommendations";
- (iii) at page 1397—
- (i) in line 3, for "TAPPING BLOCK", read "TAPING BLOCK";
- (ii) in line 29, for "490(P), 492(P), 394(P), 495(P), 496(P) 497 to 589, 568 to 689, 590(P), 591, 592, 593(P), 595(P)", read "490(P), 492(P), 494(P), 495(P), 496(P), 497 to 589, 590(P), 591, 592, 593(P), 595(P)";
- (iv) at page 1398—
- (i) in line 19, for "meets at pont 'D'", read "meets at point 'D'";
- (ii) in line 20, for "Line passes rhough plot numes 131, 132 (Bokaro River) village Mandu, through", read "Line passes through plot numbers 131, 132 (Bokaro River) in village Mandu, through";
- (iii) in line 21, for "meets at point E, read "meets at point 'E'";
- (iv) in line 34, for "plot Number 220", read "plot Number 220";
- (v) at page 1399—
- (i) in line 2, for "DRG No. REY/13/70", read "DRG No. REV/13/70";
- (ii) in line 6, for "bore dig and search for, win work and", read "bore, dig and search for win, work and";
- (iii) in lines 9 and 10, for "Serial wo", read "Serial No.";
- (iv) in line 21, for "121500 Hectares (approximately)", read "1215.00 Hectares (approximately)";
- (v) in line 24, for "lot Numbers", read "Plot Numbers";
- (vi) in line 33, for "328", read "338";
- (vii) in line 36, for "village Chakdih orUchakdih", read "village Chakdih or Ichakdih";
- (viii) in lines 39 and 40, for "1903 to to 1909", read "1903 to 1909";
- (vi) at page 1400—
- (i) in line 2, for "8(P)", read "18(P)";
- (ii) in line 3, for "32 to 65 66(P)", read "32 to 65, 66(P)";
- (iii) in line 13, for "838(P), read "836(P)";
- (iv) in line 22, for "692", read "69";
- (v) in line 24, for "320", read "329";
- (vi) in line 30, for "I-K-L-M", read "J-K-L-M".

[No. C3-1(13)/70.]

K. SUBRAHMANYAN, Under Secy.

SHRAM AUR PUNARVAS MANTRALAYA

(Shram Aur Rozgar Vibhag)

New Delhi, the 22nd May, 1971

S.O. 2224.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 30th day of May, 1971, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76, sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely:—

The area within limits of the revenue villages of Gonur, Veerakkalpudur, Pottaneri-Nellagoundanpatti, Pottaneri, Virudasampatti and Veerakkal in Mettur Taluk in Salem District.

[No. F.604(23)/70-HI.]

श्रम और पुनर्वासि मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 22 मई, 1971

का० आ० 2224.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा, प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 30 मई, 1971 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

सलेम जिले में मेट्टूर तालुक में गोनूर वीरक्कलपुडुर पोटातेरी-नेल्लामोन्दानपट्टी पोटातेरी, विरूदासमपट्टी और वीरक्कल के राजस्व ग्रामों की सीमा के भीतर का क्षेत्र।

[सं० फा० 604(23)/70-एच०आई०]

New Delhi, the 26th May 1971

S.O. 2225.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the Malampuzha Project Workshop, P.O. Malampuzha Dam, Palghat, belonging to the Government of Kerala in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said workshop from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the 12th October, 1970 upto and inclusive of the 11th October, 1971.

[No. F. 602(41)/70-HI.]

नई दिल्ली, 26 मई, 1971

का० आ० 2225.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार के द्वारा सरकार की मालम-पूजा परियोजना कर्मशाला डाकधर मानमपूजा डैम, पालघाट की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 उपबन्ध प्रदत्त हैं, अवस्थित को ध्यान में रखते हुये उक्त कर्मशाला को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के सन्दाय से 12 अक्टूबर, 1970 से 11 अक्टूबर, 1971 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिये एतद्वारा छूट देती है।

[सं० फा० 602(41)/70-एच०आई०]

S.O. 2226.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1161 dated the 20th March, 1970 the Central Government having regard to the location of the factory, known as Utran Power House, Surat belonging to Gujarat Electricity Board in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 25th February, 1971 upto and inclusive of the 24th February, 1972.

[No. F. 602(6)/70-HI.]

का० आ० 2226 :—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये और भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 1161 तारीख

20 मार्च, 1970 के क्रम में केन्द्रीय सरकार गुजरात विद्युत् बोर्ड के उन्नत बिजली घर, सूरत नामक कारखाने की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुये उक्त कारखाने को उक्त अधिनियम के अध्याय-5 के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के सन्दाय से 25 फरवरी, 1971 से 24 फरवरी, 1972 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिये एतद्द्वारा छूट देती है।

[सं० फा० 602(6)/70-एच० आई०]

S.O. 2227.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) S.O. No. 2513 dated the 18th June, 1969, the Central Government hereby exempts the Gauhati Installation and Patna Installation of the Indian Oil Corporation Limited, from all the provisions of the said Act, for a further period of one year with effect from the 28th June, 1970 upto and inclusive of the 27th June, 1971.

[No. F. 601(30)/70-HI.]

का० आ० 2227:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 87 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना का० आ० सं० 2513 तारीख 18 जून, 1969 के क्रम में केन्द्रीय सरकार भारतीय तेल निगम लिमिटेड के गौहाटी प्रतिष्ठान को उक्त अधिनियम के सभी उपबन्धों से 28 जून, 1970 से 27 जून, 1971 तक, जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिये एतद्द्वारा छूट देती है।

[सं० फा० 601(30)/70-एच० आई०]

S.O. 2228.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 447, dated the 23rd January, 1970, the Central Government hereby exempts Messrs Indian Refineries Limited, Gauhati from all the provisions of the said Act for a further period of one year with effect from the date of expiry of the period specified in the said notification and inclusive of the 23rd January, 1972.

[No. F. S-38017(2)/71-HI.]

का० आ० 2223.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 87 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 447 तारीख 23 जनवरी, 1970 के क्रम में केन्द्रीय सरकार मेसर्स इंडियन रिफाइनरीज लिमिटेड, गोहाटी को उक्त अधिनियम के सभी उपबन्धों से उक्त अधिसूचना में विनिर्दिष्ट अवधि की समाप्ति की तारीख से एक और वर्ष की अवधि के लिए 23 जनवरी, 1972 तक जिसमें वह दिन भी सम्मिलित है, एतद्द्वारा छूट देती है।

(सं० फा० एस-38017(2)/71-एच आई०)

S.O. 2229.—In exercise of the powers conferred by section 74F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2278 dated the 20th June, 1970 the Central Government having regard to the location of the Hamdard (Wakf) Laboratories, Lal Kuan, Delhi-6, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Laboratories from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 29th January, 1971 upto and inclusive of the 28th January, 1972.

[No. F. 601(24)/70-HI.]

का० आ० 2229.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) का धारा 73-च, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2278 तारीख 20 जून, 1970 के क्रम में केन्द्रीय सरकार हमदर्द (वक्फ) लेबोरेटरीज, लाल कुआं, दिल्ली-6 की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं अवस्थिति को ध्यान में रखते हुए उक्त लेबोरेटरीज को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 29 जनवरी 1971 से 28 जनवरी, 1972 तक जिसमें वह दिन भी शामिल है, एक और वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० 601/(24)/70-एच० आई०]

S.O. 2230.—In exercise of the powers conferred by section 88 of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2969 dated the 15th July, 1969 the Central Government hereby exempts the monthly rated employees of the Fertiliser Corporation of India Ltd., Trombay Division, Bombay from the operation of the said Act except Chapter VA thereof, for a further period of one year with effect from the 26th July, 1970 upto and inclusive of the 25th July, 1971.

2. The above exemption is subject to the following conditions, namely:—

- (i) the aforesaid factory shall maintain a register showing the names and designations of the exempted employees; and
- (ii) that notwithstanding this exemption the employees shall continue to receive such benefits under the said Act to which they might have qualified on the basis of contributions paid before the date of exemption.

[No. F. 6/33/69-HI]

का० आ० 2230.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2969 तारीख 15 जुलाई 1969 के क्रम में केन्द्रीय सरकार एतद्द्वारा भारतीय उर्वरक निगम, लिमिटेड ट्रोम्बे डिवीजन, मुम्बई के मासिक दर वाले कर्मचारियों को उक्त अधिनियम के अध्याय 5-क के सिवाय उस अधिनियम के प्रवर्तन से 26 जुलाई, 1970 से 25 जुलाई, 1971 तक, जिसमें वह दिन भी सम्मिलित है एक और वर्ष की अवधि के लिए छूट देती है।

2. उपरोक्त छूट निम्नलिखित शर्तों के अधीन रहते हुए होगी, अर्थात् :—

3. (i) पूर्वोक्त कारखाना छूट प्राप्त कर्मचारियों के नामों और पदनामों को दर्शित करने वाला एक रजिस्टर रखेगा ; और
- (ii) इस छूट के होते हुए भी कर्मचारी उक्त अधिनियम के ऐसे फायदे प्राप्त करते रहेंगे जिनके लिए वे छूट की तारीखों से पूर्व किए गए अभिदायों के आधार पर अर्हित हो गये हों।

[सं० फा० 6/33/69-एच० आई०]

S.O. 2231.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 806 dated the 20th February, 1970 the Central Government having regard to the location of the Borstal School Pudukottai belonging to the Jail Department of the Government of Tamil Nadu in an area in which the provisions of Chapters IV and V of the

said Act are in force, hereby exempts the said school from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 10th February, 1971 upto and inclusive of the 9th February, 1972.

[No. F. S-38017(3)/71-HL.]

का० आ० 2231.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 806 तारीख 20 फरवरी, 1970 के क्रम में केन्द्रीय सरकार तामिलनाडु सरकार के जेल विभाग के बोस्टल स्कूल पुडुकोट्टई के ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त स्कूल को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 10 फरवरी 1971 से 9 फरवरी, 1972 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० एस-38017(3)/71-एच०आई०]

S.O. 2232.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory namely, Chamarajasagara Water Works, Tippegondanahalli in Bangalore District in the State of Mysore in which the provisions of the Chapters IV and V of the said Act are not in force, hereby exempts the said factory from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of provisions of Chapter V of the said Act in those areas, whichever is earlier.

[No. F. 602(12)/70-HL.]

का० आ० 2232.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार चामराजसागर वाटर वर्क्स, टिप्पेगोण्डानहल्ली, नाम कारखाने की बंगलौर जिले में, मैसूर राज्य में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से इस अधिसूचना के शासकीय राजपत्र में प्रकाशन की तारीख से एक वर्ष की अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबन्ध उन क्षेत्रों में प्रवृत्त न हो जाएं, जो भी पूर्वतर हों, एतद्द्वारा छूट देती है।

[सं० फा० 602(12)/70-एच०आई०]

S.O. 2233.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 988 dated the 5th March, 1970, the Central Government having regard to the location of the factory namely, Central Workshop Baroda belonging to the Oil and Natural Gas Commission in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 16th March, 1971 upto and inclusive of the 15th March, 1972.

[No. F. 601/1/70-HL.]

का० आ० 2233.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 988 तारीख 5 मार्च 1970 के क्रम में केन्द्रीय सरकार तेल और प्राकृतिक गैस आयोग की केन्द्रीय कर्मशाला

बड़ीदा नामक कारखाने की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के सन्दाय से 16 मार्च, 1971 से 15 मार्च, 1972 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देनी है।

[सं. फा० 601/1/70-एच० आई०]

S.O. 2234.—Whereas the Central Government was satisfied that Visnagar Taluka Mazdoor Sahakari Mandli Limited, was situated in Visnagar area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Mehsana in the State of Gujarat;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the said Act in that area by the Central Government in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2849 dated the 30th September, 1963;

And, whereas the Central Government is satisfied that the insurable population of the Visnagar area in the district of Mehsana in the State of Gujarat has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification, namely:—

In the Schedule appended to the said notification, against Serial No. 10, the entry "Visnagar" in column 3 and the corresponding entry thereto in column 4 shall be omitted.

[No. 603(1)/70-HI.]

का० आ० 2234.—यतः केन्द्रीय सरकार का यह समाधान हो गया था कि विशनगर तालुका मजदूर सहकारी मण्डली लिमिटेड, विशनगर क्षेत्र में स्थित था जो गुजरात राज्य के मेहसाना जिले में बिखरी हुई आबादी का क्षेत्र (अर्थात् ऐसा क्षेत्र जिसकी बीमा योग्य आबादी 500 से कम थी) था;

और यतः नेउसकी बिखरी हुई आबादी के क्षेत्र में अवस्थिति के आधार पर केन्द्रीय सरकार ने उपर्युक्त कारखा को, भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का आ० 2849, तारीख 30 सितम्बर, 1963 द्वारा कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 73-ब के अधीन नियोजक के विशेष अभिदाय के सन्दाय से तब तक के लिए छूट दे दी थी जब तक कि उस अधिनियम के अध्याय 5 के उपबन्ध उस क्षेत्र में प्रवर्तित नहीं हो जाते।

और, यतः केन्द्रीय सरकार का यह समाधान हो गया है कि गुजरात राज्य के मेहसाना जिले में विशनगर क्षेत्र की बीमा योग्य आबादी अब 500 से बढ़ गई है, और वह अब बिखरी हुई आबादी का क्षेत्र नहीं है;

अतः, अब कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिसूचना में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—उक्त अधिसूचना से संलग्न अनुसूची में, क्रम संख्या 10 के सामने, स्तंभ 3 में "विशनगर" प्रविष्टि और स्तंभ 4 में तत्स्थानी प्रविष्टि का लोप कर दिया जायेगा।

[सं. फा० 603(1)/70 एच०आई०]

S.O. 2235.—Whereas the Central Government was satisfied that Messrs. Visnagar Co-operative Spinning Mills Limited, was situated in Visnagar area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Mehsana in the State of Gujarat;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employer's special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the said Act in that area by the Central Government in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1814 dated the 17th May, 1968;

And, whereas the Central Government is satisfied that the insurable population of the Visnagar area in the district of Mehsana in the State of Gujarat has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby makes the following further amendment in the said notification, namely:—

In the Schedule appended to the said notification, against Serial No. 9, the entry "Visnagar" in Column 3 and the corresponding entry thereto in column 4 shall be omitted.

[No. 603(1)/70-HI.]

का० आ० 2235.—यतः केन्द्रीय सरकार का यह समाधान हो गया था कि मेसर्स विशनगर कोऑपरेटिव स्पिनिंग मिल्स लिमिटेड विशनगर क्षेत्र में स्थित था जो गुजरात राज्य के मेहसाना जिले में बिखरी हुई आबादी का क्षेत्र (अर्थात् ऐसा क्षेत्र जिसकी बीमा योग्य आबादी 500 से कम थी) था;

और, यतः उसकी बिखरी हुई आबादी के क्षेत्र में अवस्थिति के आधार पर केन्द्रीय सरकार ने उपवर्तयुक्त कारखाने को, भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 1814 तारीख 17 मई, 1968 द्वारा कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च के अधीन नियोजक के विशेष अभिदाय के सन्दाय से तब तक के लिए छूट दे दी थी जब तक कि उस अधिनियम के अध्याय 5 के उपबन्ध उस क्षेत्र में प्रवर्तित नहीं हो जाते;

और, यतः केन्द्रीय सरकार का यह समाधान हो गया है कि गुजरात राज्य के मेहसाना जिले में विशनगर क्षेत्र की बीमा योग्य आबादी अब 500 से बढ़ गई है, और वह अब बिखरी हुई आबादी का क्षेत्र नहीं है;

अतः, अब कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिसूचना में और आगे निम्नलिखित संशोधन करती है अर्थात्:—

उक्त अधिसूचना से संलग्न अनुसूची में, क्रम संख्या 9 के सामने स्तम्भ 3 में "विशनगर" प्रविष्टि और स्तम्भ 4 में तत्स्थानी प्रविष्टि का लोप कर दिया जायेगा।

[सं० फा० 603/(1)/70-एच०आई०]

S.O. 2236.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 382 dated the 13th January, 1971 the Central Government having regard to the location of the Geophysical and Research and Training Institute Workshop, Dehradun belonging to the Oil and Natural Gas Commission in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said workshop from the payment of the employer's special contribution leviable under

Chapter VA of the said Act for a further period of one year with effect from the date of expiry of the period specified in the said Notification upto and inclusive of the 29th January, 1972.

[No. F. 602(32)/70-HI.]

का० आ० 2236.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 382 तारीख 13 जनवरी, 1971 के दस में केन्द्रीय सरकार तेल और प्राकृतिक गैस आयोग की भूभौतिकीय और अनुसंधान तथा प्रशिक्षण संस्थान कर्मशाला, देहरादून की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कर्मशाला को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के सन्दाय से उक्त अधिसूचना में विनिर्दिष्ट अवधि की समाप्ति की तारीख से 29 जनवरी, 1972 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 602(32)/70-एच०आई०]

New Delhi, the 27th May 1971

S.O. —In pursuance of clause (a) of sub-section (1) of Section 3A of the Coal Mines Provident Fund, Family Pension and Bonus Schemes Act, 1948 (46 of 1948), read with sub-paragraph (1) of paragraph (9) of the Coal Mines Provident Fund Scheme, the Central Government hereby appoints the Additional Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) as the Chairman of the Board of Trustees with effect from the 26th May, 1971 and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2451, dated the 17th July, 1967, namely:—

In the said notification for the entry against serial No. 1, the following entry shall be substituted, namely:—

"The Additional Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi. CHAIRMAN".

[No. 4(5)/67-PF-I.]

नई दिल्ली, 27 मई, 1971

का० आ० 2237.—कोयला खान भविष्य निधि स्कीम के पैरा 9 के उप पैरा (1) के साथ पठित कोयला खान भविष्य निधि परिवारपेंशन और बोनस स्कीम अधिनियम, 1948 (1948 का 46) की धारा 3-क की उपधारा (1) के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा अपर सचिव, भारत सरकार, श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को 26 मई, 1971 से न्यासी-बोर्ड का अध्यक्ष नियुक्त करती है और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2451, तारीख 17 जुलाई, 1967 में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

"अपर सचिव, भारत सरकार, श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग), नई दिल्ली-अध्यक्ष"

[सं० 4(5)/67-पी० एफ० I]

S.O. 2238.—Whereas the Central Government is satisfied that the employees' of the Government Opium and Alkaloids Works, Ghazipur, are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948, (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 of the said Act the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts the above mentioned factory from all the provisions of the said Act for a period of three years with effect from 1st July, 1968 upto and inclusive of the 30th June, 1971.

[No. F. 601(39)/70-HL.]

का० आ० 2238.—यतः केन्द्रीय सरकार का समाधान हो गया है कि सरकारी अफीम और ऐल्केलाइड्स कर्मशाला, गाजीपुर, के कर्मचारियों को कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) के अधीन उपबन्धित प्रसुविधाओं की सारतः समरूप प्रसुविधाएं अन्यथा प्राप्त हैं ;

अतः अब, उक्त अधिनियम की धारा 90 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, कर्मचारी राज्य बीमा निगम से परामर्श करने के पश्चात् ऊपर वर्णित कारखाने को उक्त अधिनियम के सभी उपबन्धों से प्रथम जुलाई, 1968 से 30 जून, 1971 तक जिसमें वह दिन भी सम्मिलित है तीन वर्ष की अवधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० 601(39)/70-एच० आई०]

S.O. 2239.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1887 dated the 22nd April, 1971, the Central Government hereby exempts the National Instruments Limited, Calcutta, from all the provisions of the said Act for a further period of one year with effect from the date of expiry of the period specified in the said notification.

2. This notification shall be deemed to have come into force on the 13th day of November, 1970.

[No. F. 601(34)/70-HL.]

एस० आ० 2239—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 87 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय, (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 1887 तारीख 22 अप्रैल, 1971 के क्रम में केन्द्रीय सरकार नेशनल इन्स्ट्रुमेंट्स लिमिटेड, कलकत्ता को उक्त अधिनियम के सभी उपबन्धों से उक्त अधिसूचना में विनिर्दिष्ट अवधि की समाप्ति की तारीख से एक और वर्ष की अवधि के लिए एतद्द्वारा छूट देती है।

2. यह अधिसूचना नवम्बर, 1970 के तेरवें दिन प्रवृत्त हुई समझी जाएगी।

[सं० फा० 60/(34)/70-एच० आई०]

S.O. 2240.—In pursuance of clause (a) of sub-section (1) of section 5A of the Employees' Provident Funds Act and Family Pension Fund Act, 1952, the Central Government hereby appoints, with effect from the 26th May, 1971, the Additional Secretary to the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), as the Chairman of the Central Board of Trustees, Employees' Provident Fund and makes the following amendment in the notification of the Government of

India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment, as the Chairman of the Central Board of Trustees, Employees' Provident Fund and makes the following amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2412 dated the 6th July, 1970, namely:—

In the said notification for the entry against serial number 1, the following entry shall be substituted, namely:—

“The Additional Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment), New Delhi.

[No. 12(5)/69-PF.II.]

DALJIT SINGH, Under Secy.

का० आ० 2240 कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) को धारा 5-क की उपधारा (i) के खण्ड (क) के अनुसूचन में केन्द्रीय सरकार एतद्वारा अपर सचिव, भारत सरकार, श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को 26 मई, 1971 से केन्द्रीय न्यासी बोर्ड, कर्मचारी भविष्य निधि, का अध्यक्ष नियुक्त करती है और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 2412 तारीख 6 जुलाई, 1970 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“अपर सचिव, भारत सरकार, श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग), नई दिल्ली।

[सं० 12(5)/69-पी०एफ०-2]

दलजीत सिंह, अपर सचिव

(Shram Aur Rozgar Vibhag)

New Delhi, the 22nd May 1971

S.O. 2241.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Air India and Indian Airlines and their workmen, which was received by the Central Government on the 13th May, 1971.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

REFERENCE No. NIT-1 OF 1970

In the matter of an industrial dispute between the employers in relation to the Air-India and the Indian Airlines and their workmen as represented by:—

- (1) Air Corporation Employees' Union, New Delhi.
- (2) Air-India Inspectors' Association, Bombay.
- (3) Air-India Staff Association, Bombay.

PRESENT:

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

APPEARANCES:

For the Employers.—Shri Sohrab Vimalal, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor, S. K. Nanda, Chief Personnel Manager, J. Mahajan, Advocate for Air-India.

Shri G. B. Pai, Advocate, with Sarvashri O. C. Mathur, Advocate, and N. R. Kulkarni, Industrial Relations Officer, for Indian Airlines

For the Employees.—Shri P. K. Majumdar, with Shri V. M. Fernandes, for Air Corporation Employees' Union.

Shri H. P. Bhopatkar, for Air-India Staff Association.

Shri K. S. Mani, for Air-India Inspectors Association.

(Application No. Misc./NIT-/70/11 filed jointly by the Air-India and the Air Corporation Employees' Union).

AWARD

PART I

This is an application filed jointly on behalf of Air India and the Air Corporation Employees' Union (hereinafter called ACEU) to the effect that they have reached a settlement with regard to the demands of the ACEU on Air India and the Air India's demands on the ACEU in respect of categories other than the Cabin Crew and the technical categories of the staff. They pray that a consent award be given by this Tribunal in terms of the settlement dated the 18th March, 1971 (a copy of which they have filed).

This National Industrial Tribunal was set up by the Government of India by their Notification No. S.O. 3639 dated November 2, 1970. By another Notification No. 4/82/70/LI-III(i) of the same date, the Government of India referred to this Tribunal for adjudication the dispute between the Air India and the Indian Airlines and their workmen in respect of the demands of the ACEU relating to pay scales, dearness allowance and other allowances, and service conditions. The demands of the two Corporations i.e. Air India and the Indian Airlines relating to efficiency, productivity and discipline were also referred to this Tribunal by the same Notification. Copies of these Notifications are appended as Annexures I and II respectively.

The parties to the proceedings were Air India and Indian Airlines and their workmen who were originally represented by the ACEU. Two Associations viz. Air India Inspectors Association, Bombay and the Air India Staff Association, Bombay filed applications for being impleaded as parties to the dispute. The Air India Inspectors Association claimed that they had 90 per cent membership in the category of Inspectors of Air India, were a trade-union representing Inspectors in that Corporation and were consequently entitled to be made a party to the dispute to look after the interests of their members since the category of Inspectors was covered by the reference. The Air India Staff Association alleged that they were a registered trade-union and as such entitled to represent the categories of staff on their membership as the reference concerned those workmen also whom they represented.

The contention of the Air India, on the other hand, was that the Order of Reference related only to the demands of the ACEU and that in the first place these two Associations were not entitled to take part in the proceedings and that even if they were allowed to do so, they could only support the demands made by the ACEU and could not put forward any demands contrary to those of ACEU. It is true that the first part of the reference related only to the demands of the ACEU. But the two Associations could not be debarred from taking part in the proceedings on that ground. Under Section 18 of the Industrial Disputes Act, 1947, any award made in this case would also bind the members of these two Associations. Under Section 36(1) of the said Act, a workman who is a party to the dispute, is entitled to be represented by an officer of a registered trade-union of which he is a member. Moreover, under part 2 of the Schedule to the Order of Reference a number of demands of Air India regarding efficiency, productivity and discipline have also been referred for adjudication and would cover the workmen represented by these two Associations. The members of these Associations could not be denied their right to meet the management's demands concerning them. For this reason also the two Associations could not be excluded from appearance and participation in the proceedings. They were consequently allowed by my orders dated 30th January, 1971 and 2nd March, 1971 to appear and take part in the proceedings subject to the limitations set by the wording of Part I of the Schedule to the Order of Reference.

The evidence of the ACEU was to commence on the 1st April, 1971. Before that date, however, the joint application praying for a consent award in terms of the settlement dated the 18th March, 1971 was made. The details of the settlement

are set out in the copy of the settlement annexed thereto. The application as well as the settlement are reproduced below in full:—

APPLICATION No. MISC./NIT-1/70/11

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

The Presiding Officer,
National Industrial Tribunal,
New Delhi.

REFERENCE NIT-1 OF 1970

SUBJECT.—*In the matter of Reference under sub-section (1-A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947).*

PARTIES

Employers in relation to:

- (1) Air-India
- (2) Indian Airlines.

AND

Their workmen as represented by the Air Corporations Employees' Union.

MAY IT PLEASE YOUR LORDSHIP

The parties, Air-India and the workmen as represented by Air Corporation Employees' Union, respectfully submit as follows:

We, Air-India and Air Corporations Employees' Union, parties in the above mentioned reference, have reached a Settlement in regard to Air Corporations Employees' Union's demand on Air-India and the Air-India's demands on the Air Corporations Employees' Union in respect of all categories other than Cabin Crew and Technical Categories of staff. A copy of the Settlement is enclosed. We both pray that the Honourable Tribunal may be pleased to give the consent award in the terms of the above Settlement.

Dated at Bombay, the 18th day of March, 1971.

Witnesses:

1. Sd./- G. CLEMENT
2. Sd./- V. N. MALAYA

For and on behalf of Air-India

1. Sd./- S. K. NANDA
2. Sd./- K. A. SAPAT

For and on behalf of Air Corporations Employees' Union

1. Sd./- S. K. ROY CHOUDHURY
2. Sd./- M. H. HEGISTE

1. Sd./- P. K. MAZUMDAR
2. Sd./- V. M. FERNANDES

18-3-71

Name of parties: Air-India

AND

Air Corporations Employees' Union

Representing Employers: (i) Mr. K. K. Unni, Assistant General Manager, Air-India.

(ii) Mr. S. K. Nanda, Chief Personnel Manager, Air-India

Representing Workmen: (i) Mr. P. K. Mazumdar, General Secretary, Air Corporations Employees' Union.

(ii) Mr. V. M. Fernandes, Joint Secretary, Air Corporations Employees' Union.

WHEREAS:

(a) the Air Corporation Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands on Air-India (hereinafter referred to as "the Management") with its letter dated 15th July, 1969, in respect of certain categories of workmen excluding the Cabin Crew and also another Chapter of Demands with its letter dated 31st August, 1970, in respect of the Cabin Crew only;

(b) the Management with its letter dated 28th October, 1969, served on the Union a list of certain measures for obtaining increased efficiency and productivity and for better utilisation of manpower;

(c) several meetings were held from time to time between the Management and the Union in respect of the said Charters of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result the respective demands of the Union and the Management were gested by the Management, but no agreement could be reached between the parties; Conciliation Officer submitted his failure report to the Central Government;

(e) by its Order dated 2nd November, 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Rereference No. F. 12-I of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;

(f) after the Reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

Now therefore it is hereby agreed and declared by and between the parties hereto as follows:

1. This settlement is only in respect of the categories of workmen in the following existing scales of pay:—

- (i) Rs. 100—5—150—10—190
- (ii) Rs. 150—10—200—15—230
- (iii) Rs. 200—15—245—20—345
- (iv) Rs. 230—15—245—20—335—25—435
- (v) Rs. 150—10—200—15—245—20—285—25—510
- (vi) Rs. 325—25—325—26—560—40—840 (Non-technical categories only)
- (vii) Rs. 325—25—560—40—720
- (viii) Rs. 435—25—560—40—720—80—870

and is in full and final settlement of the Charter of Demands submitted by the Union with its letter dated 15th July, 1969, and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the abovementioned categories of workmen. The term "workmen" wherever used in this settlement shall mean the above-mentioned categories of workmen.

1.1. In respect of demands of the Union pertaining to categories not covered under this settlement and the Management's demands in respect of such categories, no settlement has been reached.

2. Scales and Grades of Pay:

2.1. With effect from 1st March, 1971, the following modifications in the scales of pay of the categories indicated below shall be made:

- (a) the existing scale of pay of Rs. 100—5—150—10—190 insofar as it is applicable to Cooks only, viz. Rs. 130—5—150—10—190, shall be modified as Rs. 130—5—150—10—200—15—230.
- (b) The scale of pay of Rs. 150—10—200—15—230 insofar as it is applicable to Head Cooks shall be modified as Rs. 150—10—200—15—245—20—285.
- (c) The existing scale of pay of Rs. 150—10—200—15—230 insofar as it is applicable to Drivers and the existing scale of pay of Rs. 200—15—245—20—345 insofar as it is applicable to Senior/Head Driver shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—435.
- (d) The existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen and the Union drops and gives up its demands in respect thereof.

2.3. All the workmen in the scales of pay referred to in Clause 1 hereof shall be granted a "Special Allowance" equivalent to 15 per cent of their emoluments which

at present count as 'pay' for the purpose of the Air-India Employees' Provident Fund Regulations, 1954, subject to the following minima:

- (a) Rs. 60 per month in the case of workmen drawing basic pay upto Rs. 149 per month;
- (b) Rs. 80 per month in the case of workmen drawing basic pay of Rs. 150 and above per month.

2.4. The "Special Allowance" will be calculated on the actual "pay" drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual 'pay' drawn.

2.5. The 'Special Allowance' referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.6. The 'Special Allowance' shall be paid with effect from 1st April, 1969.

2.7. The ad-hoc payment of Rs. 40 per month already made to the workmen under Staff Notice No 14/69-70 dated 4th February, 1970, and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the Ad-hoc payment of Rs. 40 per month shall be discontinued thereafter.

3. Transport Allowance:

With effect from 1st April, 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30 per month to workmen drawing basic pay upto Rs. 229 per month;
- (b) Rs. 35 per month to workmen drawing basic pay of Rs. 230 and above per month.

4. Washing Allowance:

4.1. Workmen who are provided with uniforms by the Corporation shall be said a Washing Allowance at the revised rate of Rs. 8 per month with effect from 1st March, 1971, provided that in cases in which washing facilities are provided by the Corporation the payment of the allowance will have effect from the date from which such facility is discontinued.

5. Driving Allowance:

Workmen in the grade of Rs. 100—5—150—10—190, who are at present granted a Driving Allowance at the rate of Re. 1 per working day for driving Corporation's heavy vehicles/equipment and such of those Loading Supervisors in the grade of Rs. 150—10—200—15—230 who may be required to drive such heavy vehicles/equipment shall be paid such allowance at the rate of Rs. 2 per working day. This will have effect from 1st March, 1971. Other conditions regarding the grant of this allowance shall remain unchanged. Except as amended herein the Union drops and gives up its demand in respect of driving allowance.

6. Leave Facilities:

It is agreed that Special Sick Leave admissible under Regulation 24A(i)(b) of the Air-India Employees' Service Regulations may be accumulated up to a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workmen. Other conditions regarding the grant of such leave shall remain unchanged.

7. The Union hereby drops and gives up its demands pertaining to Dearness Allowance, Outstation Allowance, Resettlement Allowance, House Rent Allowance, Conveyance Allowance, Children Allowance, Graduate Allowance, Machine Allowance, Cash Handling Allowance, Duty Allowance, Rifle Allowance, Overtime Payment, Leave facilities, Railway fare, Air Passages, Promotions, Insurance Coverage/Compensation, retirement date, retirement benefits and Secondary increments.

8. Privilege Leave:

The Union agrees that Privilege Leave shall be availed of only with prior permission and on not more than 3 occasions in a financial year. The number of days of Privilege Leave on each occasion shall not be less than 5 days in the case of those working for a 5 day week and 6 days in the case of others. In special circumstances where Privilege leave has to be availed of on more than 3 occasions due to unforeseen circumstances, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

9. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

10. The Union concedes the necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country.

11. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

12. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

13. The Union agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this settlement involving financial commitment on the part of the Corporation will be submitted during the pendency of this settlement.

14.1. Except as specified in Clauses 2, 3, 4 and 5, this Agreement shall not have any retrospective effect.

14.2. No payment due or made prior to this agreement coming into force on the basis of emoluments already drawn by the workmen covered by this agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

15. *Period of Agreement:*

This agreement will remain in force till 31st March, 1973.

16. The parties hereto agree that they will make joint application to the National Industrial Tribunal praying that a consent award may be passed in terms of this Settlement.

Dated this 18th day of March 1971.

Witnesses:

- (1) (Sd.) C. V. R. RAO.
- (2) (Sd.) K. A. SAPAT.
- (3) (Sd.) S. ALMEIDA.

- (1) (Sd.) S. K. ROY CHOWDHURY.
- (2) (Sd.) M. H. HEGISTE,
18-3-71.
- (3) (Sd.) M. R. SHAH.

For the Employers

- (1) (Sd.) K. K. UNNI,
Assistant General Manager, Air-India.
- (2) (Sd.) S. K. NANDA,
Chief Personnel Manager, Air-India.

- (1) (Sd.) P. K. MAZUMDAR,
General Secretary, ACEU.
- (2) (Sd.) V. M. FERNANDE,
Joint Secretary, ACEU.

For the Workmen"

The Air India and the ACEU verified the settlement. The representative of the Air India Inspectors Association stated at the hearing that he had nothing to say against the settlement as it did not concern them. Similarly, the counsel for the Indian Airlines had no objection to the settlement since it did not concern them. The Air India Staff Association also agreed to the settlement arrived at.

The settlement is only in respect of categories of workmen in the scales mentioned in clause 1 thereof and is in full and final settlement of the demands of ACEU insofar as they relate to the above mentioned categories of workmen only.

The scales of pay of Cooks and Head Cooks have been improved to their advantage. The existing scale of pay of Rs. 150—10—200—15—230 applicable to

the Drivers and the existing scale of pay of Rs. 200—15—245—20—345 applicable to Senior/Head Drivers are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345. Similarly, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640. This interlinking of the scales is certainly of benefit to these categories of workmen. The workmen referred to in clause I of the settlement have also been granted a Special Allowance equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Air India Employees Provident Fund Regulations 1954, subject to the following minima:—

- (a) Rs. 60 per month in the case of workmen drawing basic pay upto Rs. 140 per month.
- (b) Rs. 80 per month in the case of workmen drawing basic pay of Rs. 150 and above per month.

For calculation of the Special Allowance, certain conditions are mentioned in clause 2(4) of the settlement. It is not to be taken into account or consideration for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund. Despite these limitations the Special Allowance is of benefit to the workmen. It is to be paid with effect from the 1st April, 1969. The transport allowance proposed under clause 3 of the settlement is also of benefit to the workmen. So are the revised rates of washing allowance, driving allowance and the leave facilities.

In the settlement the union has, on its part, agreed to drop and give up demands pertaining to certain items which are not covered by the settlement. The ACEU has also agreed that the workmen shall perform all duties incidental to their main duties and have conceded the necessity of measures of rationalisation and the management's right to introduce such measures so as to improve the Corporation's overall standard of efficiency, to reduce costs and to step up its productivity. They have further agreed to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to the passengers and the public. They have further agreed to cooperate fully and wholeheartedly with the management in maintaining discipline, increasing efficiency and improving productivity.

It is note-worthy that this settlement does not resolve the entire dispute covered by the Order of Reference since it leaves out of consideration the Cabin Crew and the technical categories of the staff employed under Air India. Moreover, it leaves out completely the dispute concerning the demands of ACEU on Indian Airlines and of the latter on the ACEU. But the fact that the settlement resolves the dispute only partly does not vitiate it in any manner. On the other hand, it is hoped and expected that this settlement may pave the way for further settlement or settlements for resolving the rest of the dispute covered by the Order of Reference.

There is not the slightest doubt that while the settlement benefits the workmen, their response to the demands of the Air India concerning the matters mentioned above is also in the interests of the employees, the Corporation and the country as a whole. The settlement is not unlawful and will benefit both the Air India and their workmen covered by the settlement.

The joint Application No. Misc./NIT-1/70/11 filed by the ACEU and the Air India is, therefore, allowed and the settlement of the 18th March, 1971 referred to above filed with this application is ordered to be recorded.

I make an award in terms of the settlement which shall form part of the award. In the circumstances of the case I make no order to costs. Let the award be submitted to the Central Government as "Award Part I" since the dispute still survives between the Air India and its workmen in respect of categories not covered by the settlement of 18th March 1971 and also between the Indian Airlines and their workmen in respect of the demands of the ACEU and the management.

Separate award or awards in respect of the unresolved part of the dispute will follow.

(Sd.) M. CHANDRA,
Presiding Officer,
National Industrial Tribunal.

NEW DELHI:
Dated, May 10, 1971.

ANNEXURE I

(To be Published in Part II Section 3 Sub-Section (ii) of the Gazette of India Extraordinary dated 2nd November, 1970)

GOVERNMENT OF INDIA

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

NOTIFICATION

New Delhi, the 2nd November, 1970

S.O. 3639.—In exercise of the powers conferred by section 7B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a National Industrial Tribunal with headquarters at New Delhi and appoints Shri Mahesh Chandra, Presiding Officer, Central Government Industrial Tribunal, Jabalpur as the Presiding Officer of the said National Industrial Tribunal.

[No. 4/82/70/LRIII(i).]

ANNEXURE II

ORDER

New Delhi, the 2nd November, 1970

S.O. 3640.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Air India and the Indian Airlines and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the said dispute involves questions of national importance and the dispute is also of such a nature that industrial establishments of Air India and the Indian Airlines situated in more than one State are likely to be interested in, or affected by, such dispute;

And, whereas the Central Government is of opinion that the said dispute should be adjudicated by a National Tribunal;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute to the National Tribunal constituted by the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3639 dated the 2nd November, 1970 for adjudication.

SCHEDULE

I. Whether the demands of the Air Corporation Employees Union in respect of the following matters are justified? If so, to what relief are they entitled?
Air India

1. Scales and Grades of Pay.
2. Dearness Allowance.
3. Outstation Allowance.
4. Re-settlement Allowance.
5. House Rent Allowance.
6. Conveyance Allowance.
7. Children Allowance.
8. Washing Allowance.
9. Driving Allowance.
10. Graduate Allowance.
11. Machine Allowance.
12. Cash Handling Allowance.
13. Duty Allowance.
14. Rifle Allowance.
15. Overtime Payment.
16. Technical Pay.

17. Leave Facilities.
18. Railway Fare.
19. Air Passage.
20. Promotions.
21. Insurance Coverage/Compensation.
22. Retirement Age.
23. Retirement Benefit.
24. Secondary Increment.
25. Retrospective Application.
26. Special Items for Cabin Crew.
 - (i) Efficiency Bonus.
 - (ii) Jet Allowance.
 - (iii) Overseas Operational Allowance.
 - (iv) Excess Flying Pay.
 - (v) Laundry Allowance.
 - (vi) Language Allowance.
 - (vii) Compensatory Allowance.
 - (viii) Beauty Care Allowance.
 - (ix) Bar Sales Allowance.
 - (x) Safe Custody Allowance.
 - (xi) Special Travelling Allowance.
 - (xii) Layover Allowance.
 - (xiii) Outstation Allowance.
 - (xiv) Publicity Allowance.
 - (xv) Accompanying Allowance.
 - (xvi) Ferry Operations.
 - (xvii) Non-Air India Assignment Allowance.
 - (xviii) Training Allowance.
 - (xix) Uniforms.
 - (xx) Passage for Travel on Duty.

Indian Airlines

1. Pay scales.
2. Dearness Allowance.
3. Fitment.
4. Technical Pay.
5. House Rent Allowance.
6. Transport Allowance.
7. Meal Allowance.
8. Washing Allowance.
9. Education Allowance.
10. Graduate Allowance.
11. Flight Allowance.
12. Transfer to outstations.
13. Charge Allowance.
14. Stay Over Allowance.
15. Family Medical Benefit.
16. Voluntary Pension Scheme.
17. Uniform.
18. Leave.
19. Secondary Increment.
20. Overtime Allowance.
21. Duty Hours.
22. Promotional Avenues/Standard Force.
23. Bonus (*Ex-gratia*).
24. Compensation for Early Voluntary Retirement.
25. Retirement.
26. Air Passage.

II. Whether the demands of the management of Indian Airlines and Air India in respect of the following matters for increasing efficiency, productivity and discipline are justified? If so, what directions are required in these matters?

Indian Airlines.

1. Rules for increase in productivity.
2. Revision of Canteen Tariff and hours of opening and closing canteens.

3. Schedule of Uniforms, quality of cloth, stitching and supply of uniforms. Liability of employees to come to work in full uniforms.
4. Change in the existing Settlement dated 1st February, 1967 regarding procedure for recruitment to the Officers' Grade.
5. Introduction of 5 Day Week in the Administrative Offices of the Corporation.
6. Procedure for filling up vacancies of Charge Hand and Examiner.
7. Rationalisation of facilities being given to the Union.
8. Introduction of a Grievance Procedure.
9. Change in the method of fixing initial pay on appointment of an existing employee to a higher grade.
10. Transfer of employees from one cadre to another.
11. Finalisation of festival holidays.

Air-India

1. Shift System.
2. Transfer.
3. Officiating.
4. Closing Work.
5. Leaving Workplace during office Hours.
6. Female Staff.
7. Union Staff, Representatives of Labour Welfare Committee, Housing Colony.
8. Identification Badges.
9. Permanent Loan Items.
10. Leave, Offs.
11. Over Stayal.
12. Overtime.
13. Holidays.
14. Transport.
15. Staff at the Airports.
16. Cabin Crew.
17. Others.

[No. 4/82/70-LRII(ii).]

R. ANANDAKRISHNA, Jt. Secy.

New Delhi, the 24th May, 1971

S.O 2242.—In exercise of the powers conferred by section 7 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Labour Court with headquarters at Guntur for the adjudication of industrial disputes relating to any matter specified in the Second Schedule to the said Act and for performing such other functions as may be assigned to it under the said Act, and appoints Shri M. Ramamurthy Raju as the presiding officer of that Court.

(श्रम और रोजगार विभाग)

नई दिल्ली, 24 मई, 1971

का० आ० 2242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा एक श्रम न्यायालय, उक्त अधिनियम की द्वितीय अनुसूची में विनिर्दिष्ट विषयों में से किसी से संबंधित औद्योगिक विवादों के न्यायनिर्णयन के लिए और ऐसे अन्य कृत्यों का पालन करने के लिए, जो उसे उक्त अधिनियम के अधीन सौंपे जाएं, गठित करती है जिसका मुख्यालय गूंटूर होगा और श्री एम० राममूर्ती राजू को उस न्यायालय का पीठासीन अधिकारी नियुक्त करती है।

[सं० फा० 1/52/70-एल आर I.]

New Delhi, the 26th May 1971

S.O 2243.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the National and Grindlays Bank Limited and their workmen, which was received by the Central Government on the 22nd May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: DELHI.

PRESENT:

Shri R. K. Baweja, Central Government Industrial Tribunal, Delhi.

14th May, 1971

CG.I.D. No. 8 of 1970

BETWEEN

The employers in relation to the National and Grindlays Bank Limited, Parliament Street, New Delhi.

AND

Their workmen as represented by National and Grindlays Bank Staff Association, 10, Parliament Street, New Delhi.

Shri K. K. Khullar—for the bank.

Shri J. B. Kayshap—for the workmen/Association.

AWARD

By S.O. No. 23/117/70-LR-III, dated the 10th of December, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred an industrial dispute existing between the employers in relation to the National and Grindlays Bank Limited (hereinafter to be referred as bank), and their workmen for adjudication to this Tribunal with the following term of reference:—

Whether the action of the management of National and Grindlays Bank Limited in withdrawing the offer made to Shri Hanuwant Singh, Cash Peon at the Bank's branch at Asaf Ali Road, New Delhi to perform the duties of a Bill Collector with effect from the 1st of July, 1970 and entrusting the same duties to Shri Ran Singh, Chowkidar, was justified? If not, to what relief Shri Hanuwant Singh is entitled?"

2. In the statement of claim filed by the National and Grindlays Bank Staff Association, 10- Parliament Street, New Delhi-1 (hereinafter to be referred as the Association), on behalf of the workman, it was alleged that Shri Hanuwant Singh joined the Bank's service as a peon in 1962 and was made cash peon on the 18th of March, 1970. He was called upon to perform the duty of bill-collector on several occasions, when the permanent incumbent proceeded on leave and also performed the duty of a daftri occasionally. The Association further stated that according to the practice in the bank and in view of the consideration of seniority and experience, the bank issued a letter dated the 18th of June, 1970 to the concerned workman requiring him to perform the duties of a bill collector with effect from the 1st of July, 1970, but subsequently the bank under the pressure of the majority union and with scant regard for its own practice and conventions required Shri Ran Singh, a chowkidar to perform the duties of bill collector. This order of the bank in withdrawing the offer which was made to Shri Hanuwant Singh, cash peon on the 18th of June, 1970 was described as discriminatory, illegal and unjust, and it was prayed that the bank be directed to post Shri Hanuwant Singh as bill collector with retrospective effect from the 1st of July, 1970 and also to make him the payment of allowance in arrears.

3. The bank, however, raised a preliminary objection that the present was not an industrial dispute as the subject-matter covered by the term of reference was beyond the ambit of the definition of industrial dispute. On merits, it was admitted that on the 18th of June, 1970 a letter was issued to the concerned workman to perform the duty of a bill collector with effect from the 1st of July, 1970. It was further added that the watchmen and peons were part of the same broad classification and that the chowkidars could also be considered for the duty of a daftri, bill-collector and cash-peons. Shri Ran Singh made a representation that as he was senior to the concerned workman, he was entitled to carry on the duty of a bill-collector which carried some allowance. It was further added that the entrusting of duties of a bill collector to Shri Ran Singh was an administrative act

which could not be challenged before the Industrial Tribunal unless *mala fides* on the part of the bank are established. The other allegation that the bank acted under the pressure of the majority union and paid scant regard to its own practices and conventions was vehemently denied. A rejoinder was also filed by the Association in reply thereto.

4. On the above pleadings of the parties, the following issues were framed:—

- (1) Whether the subject-matter indicated in the schedule to the order of reference is not an industrial dispute for the reasons given in the preliminary objections?
- (2) As in the term of reference.

Issue No. 1:

5. The bank did not adduce any evidence on this issue as to how the dispute was not an industrial dispute. It relates to the terms of employment and the conditions of service and there is a difference between the employer and the employee. The other objection raised in the written statement that it was an individual dispute and had not been converted into an industrial dispute is also without any substance. Shri J. B. Kayshap, President of the Association appeared before me and deposed that in December, 1970, 115 employees of the bank were the members of his Association. He brought the minutes book of the Association and the resolution authorising it to take up the case of the workman. He also added that the workman orally complained to the Association that he had been discriminated against and so, the Association passed a resolution on the 2nd of July, 1970 and then sent a communication on the 22nd of July, 1970 to the bank in which the case of the concerned workman was taken up. It is, therefore, obvious that the individual dispute had been converted into an industrial dispute by the Association taking up the case of the workman and it is also clear that an appreciable number of workmen of the bank are the members of this Association. It seems that for that reason, the bank did not adduce any evidence on this issue which is decided against it.

Issue No. 2 (Term of Reference):

6. The facts in this case are not in dispute. Shri Hanuwant Singh was appointed a peon and then was appointed a cash peon on the 18th of March, 1970. He was paid Rs. 7/- as special allowance for performing those duties *vide* letter Ext. M/2. It is also not denied by the bank that on previous occasions, whenever a post of a bill-collector or a daftri fell vacant, the concerned workman was required to perform those duties. I may make it quite clear that the grade of the watchmen, peons and sweepers is the same and they have been classified as subordinate staff. If any of them is required to perform the duty of a cash-peon, daftri or a bill collector then a small allowance for performing those duties is given to him. For example, if a peon performs the duty of a cash-peon, he is given Rs. 7/- as cash-peon allowance. Similarly, if any member of the above staff performs the duty of a bill collector or a daftri, he is paid some allowance. This is so provided in para. 5.3 of Chapter V of the bipartite settlement of October, 1966. The case of the Association is that as the workman was required on previous occasions to perform the duties of a bill-collector, the bank should have appointed him as such and after issuing the order dated the 18th of June, 1970, the bank should not have withdrawn the same. Shri J. B. Kayshap WW 1 president of the Association made a similar statement and to the same effect was the statement of the concerned workman. It was conceded by the Association that there was no provision in the Bipartite settlement, Desai award or the Sastry award that only a cash peon is required to perform the duty of a bill-collector. It was also not disputed that there are no rules to that effect in the bank. Shri K. K. Paruthi MW 1, manager of the Asaf Ali Road branch of the bank where the workman had been a cash-peon, on the other hand, deposed that there was no such convention or practice and further added that in the Connaught place branch a chowkidar was appointed a bill-collector though he did not remember his name. The allegation that the bank acted under the pressure of the other majority union and so withdrew its order previously passed by it in favour of the concerned workman was also denied. After going through this evidence, I am inclined to take the view that there is no truth in the allegation that the bank did so under the pressure of the majority union as was alleged in the statement of claim. By a letter dated the 18th of June, 1970 Ext. M/3, the workman was required to perform the duties of a bill collector w.e.f. 1st July, 1970 in terms of the settlement between the banking companies and their workmen arrived at on the 19th of October, 1966. It was further provided that in accordance with para. 5.6 of the said settlement, the special allowance was intended to compensate him for the performance or discharge of certain additional duties and functions requiring greater skill or responsibilities over and above his routine

duties as a peon. The manager further deposed that a representation was made by Shri Ran Singh who is an ex-service-man and was a chowkidar in the same branch of the bank. His representation was that as he was senior to Shri Hanu-want Singh, he should have been asked to perform the duty of a bill collector and should have been granted the said allowance. The witness states that on the 1st of July, 1970 by a letter Ext. M/4 the concerned workman was informed that a dispute had arisen as to his eligibility for that allowance and that the bank's letter dated the 18th of June, 1970 be kept pending till such time as the said dispute was resolved. This is also admitted by the workman in his statement, when he deposed that on the 1st of July, 1970 he was told verbally by the manager not to work as bill collector since the other union had raised a dispute and subsequently he was given the order which bears his signatures. The manager further stated that on the 3rd of September, 1970 the concerned workman was informed that the matter had since been finalised and that the bill collector's allowance could not be given to him, vide Ext. M/5. This part of the statement of the workman that in spite of those orders, he continued to perform the duties of a bill collector does not appeal to me. The manager denies it and also the documents. Anyway, this is not the question before me as to whether he has been actually performing the duties of a bill-collector as it is not within the scope of the term of reference. The only question for decision is if the withdrawal of the order requiring the workman to perform the duties of a bill-collector was justified or not. In view of the facts stated above, when no *mala fides* on the part of the bank have been proved and also when the allegation that it acted under pressure of the majority union has not been established, the bank was within its right to ask another senior man of the subordinate staff to perform the additional duty of a bill collector which carried some extra allowance. It was purely an administrative act and as neither the awards nor the Bipartite settlement provide that only a cash-peon is to be appointed as bill collector, the action taken by the bank cannot be assailed before this Tribunal. I shall, therefore, hold that the order of the bank was justified and the workman is not entitled to any relief in these proceedings. The award is made accordingly.

(Seven pages)

14th May, 1971.

(Sd.) R. K. BAWEJA,
Central Government Industrial Tribunal:
Delhi.

[No. 23/117/70/LRIII.]

T. K. RAMACHANDRAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 25th May 1971

S.O 2244.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office, Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 19th May, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 22 OF 1971

PARTIES:

Employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee—Presiding Officer.

APPEARANCES:

On behalf of Employers—Mr. S. B. Sanyal, Legal Adviser, Bihar Organisation of Industrial Employers

On behalf of Workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/89/70-LR.II, dated January 6, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited and their workmen to this Tribunal, for adjudication, namely:

"Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan was justified in stopping from work S/Shri Nobin Nandi, Miton Turi and Kali Charan Manjhi, Cleaning Mazdoors with effect from 18th May 70? If not, to what relief the workmen concerned are entitled?"

2. Both the parties filed their respective written statement. To-day, which was fixed as the date of peremptory hearing, a joint petition of compromise was filed before this Court settling the dispute on terms. Now that the parties have settled the dispute on terms. I pass an award in terms of the settlement. Let the petition of compromise form part of this award.

Dated,
April 29, 1971.

Sd./- B. N. BANERJEE,
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CALCUTTA

REFERENCE No. 22 OF 1971.

Management of Bankola Colliery of the Burrakur Coal Co. Ltd.,
P. O. Ukhra, Dt. Burdwan.

Vs.

Their workmen represented through the Khan Shramik Congress, P. O. Ukhra, Dt. Burdwan.

Most Respectfulle Sheweth:

1. That the parties to the dispute have settled and resolved the differences on the following terms:—

- (a) That the concerned persons named in the order of Reference shall be paid a sum of Rs. 150/- each as full and final settlement.
- (b) The Union shall have no further claim what-so-ever in relation to the dispute.
- (c) That in case of a vacancy arising of cleaning mazdoor in the colliery the concerned persons shall be given first preference for their employment.

For Members.

For Management.

(Sd.) B. Azad, General Secy.

(Sd.) S. K. SINGH, Superintendent (Ranigunge)
and Principal Officer,

Khan Shramik Congress,
P. O. Ukhra, Dt. Burdwan.

Bankola Colliery, P. O. Ukhra,
Dt. Burdwan.

Witness:

J. SHARAN, Personnel Officer (R)
Bankola Colliery, P. O. Ukhra, Dt. Burdwan.

April 28, 1971.

[No. 6/89/70-LR.II.]

S.O. 2245.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal Cum-Labour Court No. 1, Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Jagannath Patar of Messrs Indian Copper Corporation Limited, Mosaboni Mines, which was received by the Central Government on the 19th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1,
DHANBAD

In the matter of a complaint under section 33A of the Industrial Disputes Act, 1947.

COMPLAINT NO. 1 OF 1969

PARTIES:

Shri Jagannath Patar,—Complainant.

Vs.

M/s. Indian Copper Corporation Ltd., Mosaboni Mines.—Opp. Party.

PRESENT:

Shri A. C. Sen,—Presiding Officer.

APPEARANCES:

For the Complainant,—None.

For the Opp. Party,—None.

STATE: Bihar.

INDUSTRY: Copper.

Dhanbad, dated the 12th May, 1971.

AWARD

An application under section 33A of the Industrial Disputes Act was made by Jagannath Patar, complainant against M/s. Indian Copper Corporation Ltd., opposite party to complain that the opposite party had contravened the provisions of section 33 of the Industrial Disputes Act. The above complaint was made in the matter of Reference No. 26 of 1969.

The opposite party filed its written statement on 7th April, 1969 denying the allegation in the petition of complaint. The complainant was dismissed with effect from 9th January, 1969 during the pendency of Reference No. 26 of 1968 and the opposite party made an application under section 33(2)(b) of the Industrial Disputes Act for approval, being Application No. 5 of 1969. The said Application No. 5 of 1969 was disposed of by this Tribunal on 25th March, 1971 on the basis of a compromise between the parties.

The present application has jointly been made by the said Jagannath Patar, the complainant in the above complaint and the said Indian Copper Corporation Ltd., Mosaboni Mines, the opposite party to the said complaint, praying that the said complaint may be disposed of as not pressed.

The net result, therefore, is that the Complaint is dismissed as not pressed and award is accordingly made.

This is the Award which I make and submit to the Central Government under section 15 of the Act.

(Sd.)/- A. C. SEN, Presiding Officer.

[No. L-29014/1/71-LR-IV.]

New Delhi, the 27th May 1971

S.O. 2246.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Presiding Officer, Central Government Industrial Tribunal Cum-Labour Court No. 1, Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Rango Bandra of Messrs Indian Copper Corporation Limited, Mosaboni Mines, which was received by the Central Government on the 19th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1,
DHANBAD

In the matter of a complaint under section 33A of the Industrial Disputes Act, 1947.

COMPLAINT NO. 3 OF 1969.

PARTIES:

Shri Rango Bandra, (Represented by Mosaboni Mines Labour Union—
Complainant.

Vs.

M/s. Indian Copper Corporation Ltd., Mosaboni Mines—Opp. Party.

PRESENT:

Shri A. C. Sen.—Presiding Officer.

APPEARANCES:

For the Complainant: None.

For the Opp. Party: None.

STATE: Bihar

INDUSTRY: Copper.

Dhanbad, the 12th May 1971

AWARD

An application under section 33A of the Industrial Disputes Act was made by Shri Rango Bandra, complainant against M/s. Indian Copper Corporation Ltd., opposite party to complain that the opposite party had contravened the provisions of section 33 of the Industrial Disputes Act. The above complaint was made in the matter of Reference No. 26 of 1968.

The opposite party filed its written statement on 7th April, 1969 denying the allegation in the petition of complaint. The complainant was dismissed with effect from 9th January, 1969 during the pendency of Reference No. 26 of 1968, and the opposite party made an application under section 33(2)(b) of the Industrial Disputes Act for approval, being application No. 2 of 1969. The said application No. 2 of 1969 was disposed of by this Tribunal on 25th March, 1971 on the basis of a compromise between the parties.

The present application has jointly been made by the Vice-President of Mosaboni Mines Labour Union on behalf of the complainant in the above complaint and the said Indian Copper Corporation Ltd., Mosaboni Mines, the opposite party to the said complaint, praying that the complaint may be disposed of as not pressed.

The net result, therefore, is that the Complaint is dismissed as not pressed and award is made accordingly.

This is the award which I make and submit to the Central Government under section 15 of the Act.

(Sd.) A. C. SEN, Presiding Officer.

[No. L-29014/3/71-LR-IV.]

S.O. 2247—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal Cum-Labour-Court No. 1, Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Tarapada Panda of Messrs Indian Copper Corporation Limited, Mosaboni Mines, which was received by the Central Government on the 19th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1,
DHANBAD

In the matter of a Complaint under section 33A of the Industrial Disputes Act, 1947.

COMPLAINT NO. 2 OF 1969

(IN REFERENCE NO. 26 OF 1968)

PARTIES:

Shri Tarapada Panda—Complainant.

Vs.

M/s. Indian Copper Corporation Ltd., Mosaboni Mines.—Opp. Party.

PRESENT:

Shri A. C. SEN.—Presiding Officer.

APPEARANCES:

For the Complainant: None.
For the Opposite Party: None.

STATE: Bihar.

INDUSTRY: Copper.

Dhanbad, dated the 12th May, 1971.

AWARD

An application under Section 33A of the Industrial Disputes Act was made by Tarapada Panda, complainant against M/s. Indian Copper Corporation Ltd., opposite party to complain that the opposite party had contravened the provisions of section 33 of the Industrial Disputes Act. The above complaint was made in the matter of Preference No. 26 of 1968.

The opposite party filed its written statement on 7th April 1969 denying the allegation in the petition of complaint. The complainant was dismissed with effect from 9th January 1969 during the pendency of Reference No. 26 of 1968 and the opposite party made an application under section 33(2)(b) of the Industrial Disputes Act for approval, being Application No. 1 of 1969. The said application No. 1 of 1969 was disposed of by this Tribunal on 25th March 1971 on the basis of a compromise between the parties.

The present application has jointly been made by the said Tarapada Panda, the complainant in the above complaint and the said Indian Copper Corporation Ltd., Mosaboni Mines, the opposite party to the said complaint, praying that the complaint may be disposed of as not pressed.

The net result, therefore, is that the Complaint is dismissed as not pressed and award is accordingly made.

This is the Award which I made and submit to the Central Government under Section 15 of the Act.

A. C. SEN,
Presiding Officer.

[No. L-29014/2/71-LR-IV.]

New Delhi, the 29th May 1971

S.O. 2248.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Bombay in the industrial dispute between the employers in relation to the management of Shantilal Khushaldas and Brothers Private Limited, Margao (Goa) and their workmen, which was received by the Central Government on the 5th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

REFERENCE NO. CGIT-2/14 OF 1969

Employers in relation to M/s. Shantilal Khushaldas and Brothers Pvt. Ltd.,
Margao (Goa)

AND

Their workmen

PRESENT:

Shri N. K. Vani—Presiding Officer.

APPEARANCES:

For the Employers—(1) Shri Ramesh Desai, Labour Adviser, (2) Shri G. V. Kerkar, Labour Officer.

For the Workman—Shri George Vani, General Secretary, Goa Mining Labour Welfare Union, Goa.

INDUSTRY: Mining.

STATE: Goa, Daman and Diu.

Dated the 19th April, 1971

Award

By Order No. 24/53/69-LR.IV, dated 20th September 1969, the Central Government in the Ministry of Labour, Employment and Rehabilitation (Department of

Labour and Employment), in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the management of M/s. Shantilal Khushaldas and Brothers Pvt. Ltd., Margao (Goa) and their workman in respect of the matter, set forth in the schedule mentioned below:—

SCHEDULE

"Whether the management of M/s. Shantilal Khushaldas and Brothers Private Limited, Margao is justified in their action in dismissing Shri J. F. Rodrigues the ex-workman employed as clerk-cum-Typist in Odomal Mine with effect from 20th November, 1968? If not, to what relief is the workman entitled?"

2. The facts giving rise to this reference are as follows:—

3. Shri J. F. Rodrigues was employed as a clerk-cum-typist in the service of M/s. Shantilal Khushaldas and Brothers Pvt. Ltd., Margao since 1960. It is alleged that he deliberately changed his leave records and increased the leave balance to his credit indiscriminately. On this allegation show cause notice was issued on 20th November 1968. It is as follows:—

"It has been noticed that you have deliberately changed your leave records and increased the leave balance to your credit indiscriminately.

You are therefore directed to show cause within 48 hours from the receipt of this letter as to why you should not be dismissed from service.

As the charges are of grave nature, you are kept under suspension with immediate effect, pending enquiry against you."

4. On 23rd November 1968, Shri Rodrigues gave reply to the show cause notice. It is as follows:—

"To

The Director,
Shantilal K. & Bros. Pvt. Ltd.,
Margao.

Re: Leave record

Sir,

I am in receipt of your letter No. 36/3932/68, dated 20th November 1968 addressed to me on the above cited subject in reply I respectfully submit as under:—

It is not true to say that I deliberately changed the leave record as stated in para. 1 of the said letter.

However, it is true that I was under impression that I could credit my leave of the current year and thus applied for and I enjoyed only after obtaining the sanction of the departmental head and thus it is clear that I did not commit any breach of the leave rules for which it does not warrant such a notice from you and

In view of above it is prayed that the order served against me be cancelled for which act of kindness I shall ever be duty bound."

5. On 29th November 1968, dismissal order was sent to Shri J. F. Rodrigues by registered post. It is as follows:—

"Further to our Charge sheet letter No. 36/3932/68 of 20th inst., and oral inquiry was held into the same on 28th instant.

During the course of the inquiry the charges have been conclusively proved against you and also you have admitted the same.

As the charges are of serious nature management can no longer repose confidence in you and as such you have been dismissed from services with immediate effect.

You are, therefore, directed to approach Accounts Section for settlement of your dues, if any."

6. After the dismissal of Shri Rodrigues, he raised an industrial dispute before the Assistant Labour Commissioner (C), Vasco-de-Gama vide his letter of 2nd May 1969, under Section 2A of the Industrial Disputes Act, 1947 stating that he

was wrongly dismissed from service with effect from 20th November 1968. Thereupon, conciliation proceedings were held but the dispute could not be settled amicably. These proceedings ended in failure. Hence the Assistant Labour Commissioner (C), Vasco-de-Gama sent the failure of conciliation report to the Central Government. On the receipt of this report, this dispute was referred to this Tribunal for adjudication.

7. After the receipt of this reference notices were sent to the parties to file their written statements.

8. M/s. Shantilal Khushaldas and Brothers Pvt. Ltd., Margao (hereinafter referred to as 'the company') has filed written statement on 18th November 1969, raising preliminary objection regarding the jurisdiction of this Tribunal.

9. The preliminary objection raised by the company was heard and the same was disallowed by my Award, dated 3rd January 1970 published in the Gazette of India vide notification dated 14th January, 1970.

10. The Company had preferred appeal to the Supreme Court against my preliminary finding regarding jurisdiction, obtaining stay of the proceedings. Later on, the Stay was vacated and the appeal was dismissed with liberty to the petitioner to raise the point against the final award.

11. After the dismissal of the appeal filed in the Supreme Court, the proceedings pending before me continued.

12. Shri J. F. Rodrigues (hereinafter referred to as the 'affected workman') has filed written statement on 20th October 1969, at Ex. 1/W. According to him, he had only taken leave as sanctioned by the Mines Manager in the Leave Register maintained at the Odomol Mines. The Mines Manager Shri Lawande sanctioned the leave asked for and countersigned the sanctioned leave in the Leave Register maintained at the Odomol Mine. This Leave Register has been examined by the Assistant Labour Commissioner (Central), Vasco-de-gama during the course of conciliation. He has countersigned the Leave Register in token of his having seen it.

13. According to the affected workman, there was no attempt to falsify or change the Leave Register. This was done with the knowledge of the Mines Manager. His entitled leave for the year 1968 was added to privilege leave as per rule in Chapter VII of the Mines Act, 1952. Standing Orders regarding leave apply to the company and its employees. He had applied for privilege leave from 13th November, 1968 to 16th November 1968 both days inclusive. The Mines Manager sanctioned this leave on the Leave Register maintained for that purpose after satisfying himself that the same was to his credit.

14. According to the affected workman, he was working at the Harvalet Mine of the Company in the year 1966-67. He was transferred to Odomol Mine on 30th January 1968. It is a prevalent practice to credit leave of the current year to the privilege leave due for that year. He had used privilege leave sanctioned for the year 1967, during the year 1967. He had only 3 days privilege leave left as due when he was transferred to the Odomol Mine. Consistent with this prevailing practice, on his transfer to Odomol Mine, he added privilege leave due for 1968 to the privilege leave due for the current year. The nature of his work was to look after monthly paysheet, office correspondence, typing work, register of staff and leave registers of the employees.

15. According to the affected workman, he has not done anything unusual in adding his privilege leave for the year 1968 to the privilege leave for the current year 1968. On this understanding the Mines Manager at Odomol sanctioned his privilege leave for the year 1968. His dismissal on the ground of changing leave record is not justified. It is *malafie* and with the intention to get rid of him, as he enrolled workmen for the Goa Mining Labour Welfare Union and because the workman were getting organised and forming a trade union.

16. According to the affected workman, the charge levelled against him does not mention what particular provision of standing orders was infringed by him. The dismissal letter does not also mention the provision of the standing order, infringed by him. He never admitted his guilt in oral inquiry. He however stated that he added privilege leave for 1968, as per prevailing practice in the company. His dismissal was against the principles of natural justice and with a view to victimise him. He be reinstated with continuity of service and back wages. The company be also directed to pay him adequate compensation for the wrongful dismissal.

17. On 5th November 1970 Shri Kerker, Labour Officer of M/s. Shantilal Khushaldas and Brothers Pvt. Ltd., Margao has filed written statement at Ex. 9/E.

18. According to him:—

- (i) Shri J. F. Rodrigues was in the employment of the company till he was dismissed from service from 20th November, 1968. The said Rodrigues was working as typist-cum-clerk. His main duties were to look after monthly paysheets of the staff, to carry on correspondence and typing work, and to maintain leave Register of staff. Being a senior person in charge of maintenance of Leave Register it was the duty of Shri Rodrigues to maintain it correctly and honestly. Shri Rodrigues was working at Aravalem till the 30th January, 1968 when owing to exigencies of service he was transferred to Odomol Mines. At the time of his transfer, his previous leave record was sent along with him to Odomol Mines (vide Exhibit 'A' to Ex. 9/E). In all these places he (Shri Rodrigues) continued to be in charge of Leave Register. He too was looking after his own leave account and used to credit leave as and when accrued. Taking advantage of the fact that he was exclusively in charge of calculating, crediting leave due to him, he credited 23 days privilege leave to his own account for the year 1967 (correct year 1968). He also credited additional 3 days as Casual leave to his leave account, in excess of the leave due to him which was already shown in Ex. A to Ex. 9/E. He enjoyed the said leave as and when he needed it, without creating slightest doubt in the Management, that leave enjoyed by him was not admissible to him. He manipulated the figures in the leave Register, by changing figures in the Register and give it to appear that the days of leave shown by him in the Register were the actual days of leave standing to his credit. The Company's Manager, and the Agent thinking that the days of leave shown by Shri Rodrigues in the Leave Register correctly represented the days standing to his credit, sanctioned it to him from time to time as and when applied for it by him without leaving the slightest doubt that the days of leave shown in the register were manipulated one.
- (ii) This is not an error or an innocent act due to ignorance of leave rules but a deliberate attempt to enjoy much more leave due in excess of what is admissible to him under the rules. Being a senior man in charge of maintaining Leave Register of all the employees he did not adopt the same measure of calculating of leave to other employees as he did in his own case. Therefore the contention of Shri Rodrigues that he was under the impression that he could credit in advance leave of the whole year in the beginning of that year, is nothing but a plea put forth to screen and to hide his own malpractice and misdeed.
- (iii) When the management learnt about this matter, an enquiry made into it. In the enquiry serious malpractices, breaches of rules amounting to fraud and dishonesty during the course of employment were found to have been committed by this workman and hence the management submitted regular charge sheet to the workman and gave full opportunities to defend his own case and after holding proper and impartial enquiry and after concluding that the charges levelled against the said workman were proved beyond doubt, and taking into account the seriousness of the offence committed and the malpractice disclosed in the enquiry and carefully considering the case of the workman dismissed the said employee.
- (iv) This is not a case of victimisation, as alleged nor was the management actuated by any improper motives. Action of the management in dismissing the said employee is bonafide based on evidence and principles of Natural justice and procedure and fair play were strictly observed and not vitiated by any illegality. The workman fully understanding the nature of the charges against him, participated in the enquiry, answered all relevant questions put to him, participated in the enquiry, answered all relevant question put to him knowing all the seriousness of the issues involved. The said workman has admitted in the enquiry that he has changed the leave record. The workman did this to benefit him. Adding leave in excess of what is admissible to the workman is not an innocent act. It is wilful act of fraud and dishonesty.
- (v) All the allegations made by the workman in the statement of claims are false and frivolous. The dismissal of the workman is just and correct.

No case has been made out by the workman for setting aside the order of dismissal. The workman is not entitled to reinstatement or back wages or for any other relief. The reference be, therefore, rejected.

19. Points for consideration are as follows:-

- (i) Whether the domestic enquiry held against the affected workman was proper, fair and in accordance with the provisions of Standing orders applicable to the employees of the company?
- (ii) Whether the same is vitiated?
- (iii) Whether the management of M/s. Shantilal Khushaldas and Brothers Private Limited, Margao is justified in their action in dismissing Shri J.F. Rodrigues, ex-workman employed as clerk-cum-Typist in Odomol Mine with effect from 20-11-1968?
- (iv) If not, to what relief is the workman entitled?
- (v) What order?

20. My findings are as follows:—

- (i) No.
- (ii) Yes.
- (iii) Yes, with effect from 29th November, 1968.
- (iv) The workman is not entitled to any relief.
- (v) As per order.

Reasons

Point Nos. (i) and (ii).

21. Shri George Vaz for the affected workman contends that the domestic enquiry held against the employee i.e. Shri J. F. Rodrigues was not proper, fair and in accordance with the provisions of the Standing Orders made applicable to the employees of the company. In support of this contention he relies on Standing Orders and the evidence on record.

22. The Company has produced a copy of the Standing Orders applicable to the employees of the company on record.

23. It is clear from Clause 20(2) of the Standing Orders that a workman may be warned or censured, or fined upto 2 per cent of his wages in a month, or suspended without pay for a period not exceeding four days at a time or demoted, or reduced in grade or removed or dismissed from service without notice or any compensation in lieu of notice, if he is found to be guilty of misconduct. Clause 21(2)(e) mentions that fraud or dishonesty in connection with employers' business or property, shall be treated as misconduct.

24. If a workman of the company has to be dismissed for misconduct, departmental enquiry has to be held against him and proper procedure regarding departmental enquiry as laid down in the Standing Orders has to be followed. In order to find out whether proper procedure in holding departmental enquiry has been followed or not, it is necessary to refer to certain clauses of the Standing Orders.

25. Clauses 21(a)(1) and (2), (b) and (d) are as follows:—

"21(a) A workman charged with misconduct of a nature which (is established) is likely to lead to imposition of any of the penalties (except warning, censure or fine) provided under Standing Order 20(2) shall be given a charge-sheet in writing clearly setting forth:

- (1) the circumstances appearing against him and requiring explanation, and
- (2) the date and time at which the case will be heard (which date shall not be less than seven days after the service of the notice). At the hearing of the case, he shall be given an opportunity to answer the charge. Except for reasons to be recorded in writing by the officer holding the enquiry (who shall be an independent officer not connected with the happenings or reporting of the happenings included in the charge-sheet), the workman shall be permitted to produce witnesses in his defence and cross-examine any witnesses on whose evidence the charge rests. A concise summary of the evidence led on either side and the workman's plea shall be recorded.

(b) The workman, who, as a result of such trial, is ordered to suffer any punishment, a copy of the order passed by the competent authority shall be supplied to the workman concerned and he shall have a right of appeal to the Director of the Company who shall give his final decision on such appeal within thirty days from the date of appeal.

(d) In awarding punishment under this Standing Order, the Manager shall take into account the gravity of the misconduct, the previous record, if any, of the workman and any other extenuating or aggravating circumstances that may exist."

26. The affected workman has filed annexure 'A' to his written statement Ex. 1/W. It appears from para. 7 of the Ex. 1/W that he refers to Annexure 'A' dated 20th November, 1968 as charge-sheet given by the company.

27. Shri Vaz for the affected workman contends that Annexure 'A' dated 20th November 1968, to the written statement Ex. 1/E is not a charge-sheet, but it is a show cause notice and that no charge-sheet was issued in the present case. What he wants to suggest is that the domestic enquiry held against the affected workman was held without issuing charge-sheet.

28. In view of the admission given by the employee in his written statement Ex. 1/W, para. 7, it cannot be said that Annexure 'A' to the written statement is only a show cause notice and not a charge-sheet.

29. As per clause 21(a) of the Standing Orders referred to above, a workman to be charged with misconduct has to be given a charge-sheet in writing clearly setting forth the circumstances appearing against him and requiring explanation. The charge-sheet shall also mention the date and time at which the case would be heard.

30. In the present case, in Annexure 'A' dated 20th November, 1968, the date and time regarding the hearing of the case have not been mentioned. It is silent on this point. It does not also specifically state the circumstances appearing against the workman and requiring his explanation. The charge-sheet as it stands is vague and indefinite. As it is confusing and not clear and definite it cannot be said that the company has complied with the provisions of clauses 21(a)(1) and (2) of the Standing Orders.

31. It appears that on the receipt of the charge-sheet Annexure 'A' to Ex. 1/W, the affected workman gave reply to the company on 23rd November 1968 vide Annexure 'B' to Ex. 1/W. The original reply is produced at Ex. 25/E. By this reply the affected workman clearly informs the company that he did not deliberately change the leave record as mentioned in para. 1 of the said letter. This shows that the affected workman did not admit the charge levelled against him. He also had explanation, saying that he was under the impression that he could credit his leave of the current year. This means that he wants to give explanation for his crediting leave in his leave account.

32. Shri Kerker was the Enquiry Officer, who held enquiry against the affected workman. Shri Kerker has not been examined in this case, but the original Enquiry papers have been produced in this case, alongwith the application dated 6th November 1970, made by the company. They are at Exhibits 10/E, 11/E and 12/E.

33. On going through the original enquiry papers referred to above, it appears that the enquiry was held on 28th November 1968. During the enquiry Shri Kerker asked certain questions to the affected workman and recorded his statement in question and answer form. Thereafter he made his report (Ex. 11/E) of the enquiry. It appears from his report that on the admission of the affected workman, he held the charge levelled against him proved, and that he asked some questions only with a view of obtaining clarification on certain points.

34. The way in which the enquiry was held against the affected workman in the present case is such that it does not inspire confidence. Proper procedure was not followed.

35. Ex. 10/E shows as to what had happened during the enquiry proceedings. Relevant portion from this Exhibit is as follows:—

"Inquiry Proceedings.

On 20th November 1968. Mr. J. F. Rodrigues clerk working at Odomol Mines, issued a charge-sheet and suspended pending inquiry for altering of

his leave record. His explanation was received on 23rd inst. On receipt of the same oral inquiry proceedings were fixed on 27th November, 1968. However, as the communications did not receive from the party in time, proceedings were held on the next day i.e. 28th November 1968."

36. It is clear from the above that the Enquiry Officer received the explanation of the affected workman on 23rd November 1968 and that he fixed the enquiry on 27th November, 1968. It means that he did not give sufficient time to the affected workman before holding enquiry. It also mentions that on receipt of the explanation, oral enquiry proceedings were fixed on 27th November, 1968. There is no provision in the Standing Orders under which oral enquiry can be held. The enquiry has to be held as laid down in clauses 21(a)(1) and (2), (b) and (d).

37. In the present case, the provisions of clauses 21(a)(1) and (2) were not complied with.

38. There is nothing on record to show that order passed by the competent authority was supplied to the affected workman and that he was informed that he would have a right of appeal to the Director of the company. It means that the provisions of clause 21(b) of the Standing Orders were not also complied with in this case.

39. The charge against the affected workman as appears from Annexure 'A' to Ex. 1/W is as follows:—

"It has been noticed that you have deliberately changed your leave records and increased the leave balance to your credit indiscriminately."

40. During the enquiry, the Enquiry Officer Shri Kerker asked the affected workman as to whether he accepted the charge that he changed the leave record. He did not ask him as to whether he deliberately changed his leave records and increased the leave balance to his credit indiscriminately. Hence the affected workman's reply that he admitted to have changed the leave record does not mean that he deliberately changed his leave record and increased the leave balance to his credit indiscriminately. In his explanation Ex. 'B' to Ex. 1/W, he clearly says that he did not deliberately change his leave record and that he changed the leave record because he was under the impression that he could credit his leave of the current year. In view of this, the finding of the Enquiry Officer about the guilt of the affected workman based on his admission is not proper. Such finding about the guilt of the affected workman could not be arrived at on his mere saying that he changed the record. It was absolutely necessary to have evidence before the Enquiry Officer regarding the circumstances in which the leave record was changed for inferring as to what the intention of the affected workman is changing his leave record was. I am, therefore of the view that on materials before the Enquiry Officer, he was not justified in coming to the conclusion that the charge levelled against the affected workman suggesting dishonesty on his part was proved.

41. On the receipt of the findings of the Enquiry Officer, Ex. 11/E, the Manager passed the following order, Ex. 12/E, as mentioned below:—

"I have carefully gone into the enquiry proceedings and other connected records. I am satisfied that the findings arrived at by the enquiring officer are correct and based on evidence. Accordingly, I order dismissal of the person concerned."

42. A perusal of the above order and the dismissal letter, dated 29th November 1968, referred in para. 5 of this Award does not show that while inflicting punishment of dismissal on the affected workman, the management has taken into consideration the gravity of the misconduct, the previous record of the workman and any other extenuating or aggravating circumstances that may be existing. It means that the provisions of the Standing Orders clause 21(d) were not complied with.

43. In the case *Mahalakshmi Textile Mills versus Labour Court, Madurai* and others, reported in 1963, II, LLJ, page 58 their Lordships in the High Court of Judicature at Madras have held as follows:—

"The standing orders of an establishment *inter alia* constituted absence without leave for eight consecutive days a misconduct. It further provided that in awarding punishment to a workman found guilty of misconduct at a domestic enquiry the management shall take into account the gravity of misconduct, the previous record if any of the workman and any other extenuating circumstances that may exist.

A workman who was found guilty of remaining absent without leave for more than eight consecutive days at the domestic enquiry was awarded the punishment of dismissal from service. The concerned workman did not participate in the domestic enquiry.

The Labour Court adjudicating the dispute set aside the order of dismissal and directed his reinstatement.

The writ petition preferred by the employer to quash the resulting award was dismissed on ground that the management had failed to take into account the various factors before awarding punishment as required by the relevant provisions of the Standing order (such as gravity of the misconduct, past record of the workman and the extenuating circumstances, if any). The award of the Labour Court was interpreted in substance and effect, as amounting to a conclusion or finding that relevant matters had not been taken into consideration by the management in awarding punishment."

44. Relying upon the above ruling, I am of the view that the enquiry proceedings in this case were not in accordance with the provisions of the Standing Orders applicable to the workman and that the same is vitiated.

45. The affected workman Shri J. F. Rodrigues has given evidence before me at Ex. 16/W. In his evidence he speaks about the enquiry as mentioned below:—

"The enquiry was held against me on 28th November, 1968 at Conference at Margao. Shri Kerker was the Enquiry Officer. One clerk was present there but I do not know his name. I do not know Shri Leo Sores. Shri Kerker's signature is in the enquiry proceedings. My signature is also in the enquiry proceedings. One clerk was noting down the enquiry proceedings. No complainant was examined before me in the enquiry proceedings. No witness was examined against me in my presence during the enquiry proceedings. The leave Register for the year 1968 produced in this Court was not produced in the enquiry proceedings in my presence. Questions were put to me without referring to any documents. I gave reply without referring to any documents.

The enquiry Officer has not correctly recorded my replies to question Nos. 1, 2, 3 and 10. My replies in respect of other questions are correctly recorded.

I had given reply to Question No. 1 put to me by the enquiry Officer as follows:—

'I had credited privilege leave for the year 1968. But he had recorded my reply as 'yes'.

I have given reply to Question No. 2 put to me by the Enquiry Officer as follows:—

'I have credited privilege leave to my account for the year 1968 after my transfer from Arvalem Mine to Odomol Mines.'

But he recorded the reply as 'have changed the leave record after transfer from Arvalem to Adomol Mines', which is 'incorrect.

I have given reply to question No. 3 put to me by the Enquiry Officer as follows:—

'I had credited 10 days privilege leave in the beginning to my account and before end of 1968 I credited 8 days more privilege leave to my P.L. account.'

But the enquiry Officer incorrectly recorded my reply as 'I increased the days when I was transferred from Odomol to Melca Mines by ten (10) days in P.L. being the leave of the current year. again on retransfer to Odomol Mine I increased the leave by 8 days in P.L. as a balance of a remaining leave for the current year.'

I gave reply to question No. 10 put to me by the Enquiry Officer as follows:—

'3 days privilege leave for the year 1967 was standing to my credit.' But he incorrectly recorded my reply as follows:—

'I had then 3 days'.

Copy of enquiry proceedings was not given to me when I put my signature on the enquiry proceedings. No signature of any witness was obtained in the enquiry proceedings in my presence when I put my signature on it.

I received copy of enquiry proceedings from the management later on during the conciliation proceedings."

46. In the present case the affected workman has made serious allegations regarding incorrect recording of his statement during the enquiry. The Enquiry Officer has not come to witness box to deny these allegations. It would have been better if the Enquiry Officer would have come in the witness box to deny the allegations made against him and to throw more light regarding the procedure which he followed during the enquiry. In any case from the original enquiry papers on record, it is crystal clear that proper procedure of holding enquiry was not followed in the present case.

47. During the course of arguments, Shri Ramesh Deasi appearing on behalf of the company has stated as follows:-

"In the enquiry, the enquiry was conducted in the form of questions and answers. There was no proper inquiry. Form and substance are not maintained in this enquiry. One can say that there was no enquiry at all as provided under the Standing Orders or common law. There was no enquiry worth its name."

48. For the reasons given above, I hold that the domestic enquiry held against the affected workman was not proper, fair and in accordance with the provisions of the Standing Orders applicable to the employees of the company and that the same is vitiated. Hence my findings on Point Nos. (i) and (ii) are as above.

Point Nos. (iii) and (iv).

49. Shri Ramesh Desai for the Company contends that the affected workman's dismissal for the misconduct committed by him be considered on merit i.e. on evidence and material adduced before this Tribunal even though the domestic enquiry held against the affected workman by the Company is vitiated.

50. Though the domestic enquiry held against the affected workman by the management is vitiated, I am considering this case on merit, as the parties have adduced evidence before me.

51. Shri Ramesh Desai for the company contends that the affected workman's conduct in changing his own leave record deliberately by increasing the leave balance indiscriminately after his transfer to Odamol Mine from Arvolem Mines in January, 1968 amounts to dishonesty, fraud and cheating and that this is a misconduct within the meaning of clause 22(e) of the Standing Orders applicable to the employees of the company. In support of this contention he relies on the evidence adduced before this Tribunal.

52. The affected workman had given written statement before the Labour Officer of the Company regarding his leave balance and duty on 19th November, 1968. That statement is at Ex. 24/E. The affected workman Shri J. F. Rodrigues at Ex. 16/W, admits in his evidence before me that this statement bears his signature and that it is correct.

53. The statement Ex. 24/E referred to above is as follows:-

"I, the undersigned, Joagin Floriano Rodrigues working as a clerk at Odamol Mine declare as under:-

I was transferred to Odamol Mines from Arvalem on 31st January, 1968. I was at Odamol for about 3 days and later on I was transferred to Melca Mines where I worked for about 5 to 6 days and then retransferred to Odamol Mines. At the time of my transfer to Odamol Mines from Arvalem my leave balance was 3 days P.L., 7 days sick and 7 days C.L. At Odamol I am looking after the registers of staff, monthly paysheets of staff, office correspondence and typing work. I am to look after leave registers and in my absence, Mr. Justino Rodrigues and in his absence, Mr. Durbhatcar. When I was transferred from Melca to Odamol, I changed P.L. Leave balance from 3 days to 13 days as I wanted leave for my some domestic work. The leave which I credited to my leave a/c is for the year 1968. When I came to Odamol I changed the P.L. from 13 days to 21 days as I was also in need of leave. The

leave which was credited to my a/c is 8 days being the balance of the whole year 1968. This I have done in the middle of the year.

Sd./

19-11-68"

54. There can be no doubt from the above mentioned statement of the affected workman, that after his transfer to Odamol Mines he was in-charge of the Leave Register and that he changed the privilege leave from 3 days to 13 days and later on from 13 to 21 days as he wanted leave for his some domestic work.

55. Para. 21 of the affected workman's affidavit Ex. 13/W is as follows:—

"I wish to state that I deny the allegation made against me in the written statement of the company as filed on the 5th November, 1970. I deny that I had credited 23 days to my leave days as privilege leave for the year 1967. Actually I had informed the Leave recording authority on my transfer that I had 3 days PL to my credit from the 1967 Register and that for the current year 1968 I can enjoy 18 days which has always been my usual practice. On this as per my transfer letter and the directives contained in this letter which said PL may be credited at your end (1968) a total days of 23 days was marked in my PL column by Justino Rodrigues. Which entry is in his hand-writing and signed by him."

56. It appears that the affected workman wants to take a stand that entry regarding privilege leave made in the Leave Register of Odamol Mines for the year 1968, is in the handwriting of Shri Justino Rodrigues and not in his. In view of the specific admission given by the affected workman in statement Ex. 24/E, written statement Ex. 1/W, para 5 and the affidavit Ex. 13/W, para 19, his defence that Shri Justino Rodrigues made the changes in respect of privilege leave balance entry of 23 days in Privilege Leave Register of Odamol Mine for the year 1968 cannot be accepted. On his own admission it is he who effected the changes in privilege leave balance entry from 3 to 13 and then to 23.

57. The affected workman's case is that there was a prevailing practice of crediting privilege leave becoming due in a particular year at the commencement of the year concerned, that the employees concerned used to be allowed to enjoy the privilege leave in advance in that year and that in pursuance of this prevailing practice, his privilege leave for the year 1968 was credited in his privilege leave account for the year 1968, in the beginning of the year, after his transfer to Odamol Mines on 30th January, 1968.

58. The burden to prove this prevailing practice is on the affected workman and he has failed to discharge the same.

59. The affected workman, Shri J. F. Rodrigues Ex. 16/E joined the service of the company on 18th August, 1960. According to him:—

- (i) he was allowed to enjoy 20 days privilege leave in 1961 in advance.
- (ii) he started getting 18 days privilege leave from 1963 onwards,
- (iii) he was transferred from Melca Mines to Arvaalem Mines in 1965 or 1966,
- (iv) he was enjoying the same facility of getting privilege leave in advance in Arvaalem Mines.
- (v) leave becoming due in the whole year used to be credited in the beginning of the year in the leave account of the employee concerned in Arvaalem Mine. In view of this prevailing practice his leave for the year 1966 and 1967 was credited in his leave account in the beginning of that year concerned.

60. The affected workman, Ex. 16/W, admits in his cross-examination that in his leave account for the year 1966, the leave becoming due during the whole year 1966 has not been credited in the month of January 1966 in Arvaalem Mines, and that there was a practice in Arvaalem Mines of crediting the privilege leave at the rate of 1½ days becoming due in a particular month, at the end of that month in the Leave Register. He also admits that in the year 1967, leave becoming due during the whole year 1967 was not credited in the month of January, 1967.

61. In view of the admissions given by the affected workman referred to above, it is crystal clear that there was no prevailing practice, in Arvaalem Mine

of crediting privilege leave becoming due in a particular year at the commencement of that year in the privilege leave account.

62. On the other hand on his admission, the practice prevailing in Arvalem Mines was to credit the privilege leave at the rate of $1\frac{1}{2}$ days becoming due in a particular month at the end of that month in the Leave Register.

53 As there was no prevailing practice of crediting privilege leave becoming due in a particular year, in the privilege leave account of the employee concerned at the commencement of the year, in Arvalem Mines, there was no justification for the affected workman to credit his privilege leave for the year 1963 at the commencement of the year, in his privilege leave account, on his transfer to Odamol Mines in January, 1968.

64. The affected workman says in his evidence Ex. 16/W as follows:—

"Shri N. R. Kamat gave me transfer order (annexure to written statement of the management). After going to Odamol Mine I handed over the transfer order to the Mines Manager and took my charge. Shri A. Lawande was the Manager at that time. The Manager did not ask me as to what the expression 'Pl. may be credited at your end (January, 1968)' meant. On taking charge at Odamol Mine I informed the Manager that I was enjoying privilege leave in advance during the years. Shri Justino Rodrigues was in charge of Leave Register at Odamol Mine when I took over there. I informed Shri Justino Rodrigues that I was taking privilege leave for the current year in advance in Arvalem Mine and that I would like to enjoy the same facility in Odamol Mine also.

In the beginning I told him that 3 days privilege leave was to my credit for the year ending 1967. Thereafter he accordingly credited 3 days privilege leave in my leave account as balance due for the year 1967. Later on I asked him to credit 10 days privilege leave to my account. He accordingly changed the figures 3 to 13 in my leave account. Before the end of 1968 I told him that 8 days more privilege leave was to my credit. He accordingly changed the figure 13 to 23 in my leave account, though he should have changed the figure to 21. I enjoyed 20 days privilege leave in the year 1968. I say this on the basis of my leave account, for the year 1968. I am not however sure whether I have enjoyed 3 days more privilege leave for the period from 19th February, 1968 to 21st February, 1968 as shown in the Register."

65. The affected workman's stand that he had informed Shri Lawande, Manager that he was enjoying privilege leave in advance during the years, is not supported by his own witness Shri Lawande, Ex. 14/W.

66. Shri Lawande, Manager, Odamol Mines has been examined as witness on behalf of the affected workman at Ex. 14/W. Some specific questions were put to this witness to which he has given specific replies. They are as follows:—

"Ques: Is it a fact that Shri J. F. Rodrigues who had brought the transfer order with him informed you that he was enjoying privilege leave in advance in the year every year?

Ans: No.

Ques: Is it a fact that Shri J. F. Rodrigues informed you that privilege leave becoming due in the year 1967 was exhausted in the year 1967 itself?

Ans: No.

Ques: Is it a fact that you sanctioned privilege leave of Shri Rodrigues because you were aware that he used to enjoy privilege leave in advance every year (current year) and that you did not sanction his leave due to any misunderstanding or misrepresentation?

Ans: No.'

67. It is clear from the above mentioned evidence of Shri Lawande that the affected workman had not informed him that he was enjoying the privilege leave in advance every year. It is also clear that Shri Lawande does not say that he sanctioned the privilege leave to Shri J. F. Rodrigues because he was aware that Shri Rodrigues used to enjoy privilege leave in advance.

68. Shri Justino Rodrigues has been examined as witness at Ex. 31/E on behalf of the company. It was not suggested to him in his cross-examination that the

affected workman had informed him that he was taking privilege leave for the current year in advance in Arvaalem Mines and that he would like to enjoy the same facilities in Odamol Mines also. It was also not put to this witness that as per instructions of the affected workman, he credited 3 days as balance for the year 1967 and that later on he changed the same figure to 13 and thereafter to 23 at the instance of the affected workman. Inasmuch as the case made out by the affected workman in his evidence was not put to this witness in his cross-examination, the same cannot be accepted.

69. Privilege leave account of affected workman from Arvaalem Mines shows that no privilege leave was to his credit at the end of 1967. Admittedly he was transferred to Odamol Mines from Arvaalem Mines on 30th January, 1968. At that time also there could not be any privilege leave balance for the year ending 1967 to his credit.

70. It appears from the evidence of the affected workman Ex. 16/W that after his transfer to Odamol from Arvaalem, he told Justino Rodrigues that 3 days privilege leave was to his credit for the year 1967 and that he thereafter credited 3 days privilege leave in his leave account as balance due for the year 1967. It is therefore, clear that 3 days privilege leave was credited in the leave account of the affected workman in Odamol Mines as balance for the year 1967, though in fact no such privilege leave was due to the affected workman for the year 1967. Hence the circumstance regarding the crediting of 3 days privilege leave by way of balance leave for the year ending 1967 in the privilege leave account of the affected workman in Odamol Mine indicates as to what the intention of the affected workman was. It can be inferred that the intention in doing this was not fair and that he wanted some more leave though he was not entitled to the same.

71. There can be no doubt from the affected workman's statement Ex. 24/E dated 19th November, 1968 given before the Labour Officer of the company and his evidence Ex. 16/W before me that he is responsible for changing the figure from 3 into 13 and from 13 to 23 in his privilege leave account in Odamol Mines for the year 1968. I also hold that there was no justification for him for crediting the privilege leave for the year 1968 in advance at the commencement of the year, to his leave account. Hence the circumstance that he credited privilege leave for the year 1968 in advance his leave account in the Odamol Mines for the year 1968 indicates that his intention in doing this was not fair and *bona fide*.

72. It is clear from the privilege leave account of the affected workman from the Odamol Mines for the year 1968 that he had enjoyed 23 days privilege leave in all, till 16th November, 1968. This shows that he enjoyed privilege leave in excess.

73. The affected workman's case is that his leave was sanctioned by the mines Manager and that there was no dishonesty in enjoying the privilege leave for so many days in the year 1968.

74. Shri Lawande, examined as witness on behalf of the workman mentions as to how he used to sanction the leave to the employees. According to Shri Lawande, Ex. 14/W, on receipt of application for leave, he hands over the application to the clerk concerned for ascertaining as to whether the leave is due. When he gets the remark from the Leave record clerk that the leave is due, he sanctions it. He sanctions leave to the employees, relying the remarks of the clerk. His belief was not betrayed in respect of any employee except in case of Shri J. F. Rodrigues.

75. Shri J. F. Rodrigues was in charge of leave Register. It was his duty to maintain the correct balance of the privilege leave and other leaves in the Leave Register in respect of each employee including himself. He has not credited advance leave in the privilege leave account in respect of other employee. It is only in respect of himself that he has credited privilege leave in advance in his leave account, and obtained more leave, though he was not entitled to get the same. It appears that Shri Lawande sanctioned excess leave to the affected workman because he believed the leave balance maintained by him and because he had no reason to doubt him. It appears to me that he sanctioned excess leave on account of misrepresentation made by the affected workman. This clearly proves that it is the affected workman who is responsible for getting the excess leave sanctioned to him.

76. The affected workman's case that he and Shri Justino Rodrigues made a complaint against Shri A. Y. Khan, Petrol pump in-charge that he had issued diesel to a private truck owner and that on account of this Shri Khan made

report against him to the head office that he was enrolling members to the Goa Mining Labour Welfare Union, which is a red flag union and that he has also used more leave. The management acting on this letter issued show cause notice without reference to the mines Manager Shri Lawande and took vindictive action against him.

77. The company has examined Shri A. Y. Khan at Ex. 30/E and Shri Justino Rodrigues at Ex 31/E. Shri Justino Rodrigues denies that he alongwith Shri J. F. Rodrigues had made any complaint to Shri Lawande that Shri A. Y. Khan had committed theft of diesel oil and that Shri Lawande had made any enquiry in this connection against Shri Khan.

78. Shri Khan also denies that Shri J. F. Rodrigues alongwith Justino Rodrigues had made any complaint against him to the mines Manager. There is no other evidence worth the name to support the affected workman's contention that he alongwith Shri Justino Rodrigues had made complaint against Shri A. Y. Khan in connection with theft of diesel and that on account of that Shri Khan had made grievance against the affected workman to the head office.

79. The affected workman's evidence, Ex. 16/W, shows that he enrolled the employees of the company who are in the pay roll of the Odamol Mines as members of Goa Mining Labour Welfare Union. He however says that he was not an office bearer of the union and that he had not taken any active part on behalf of the union. As he was not an active member of the Union or an office bearer of the Union, there was no reason for the management to have any grudge against him. It cannot be inferred that the company had any grudge against him simply because he collected subscription from the employees of Odamol Mines on behalf of the Goa Mining Labour Welfare Union.

80. The affected workman's case that the company dismissed him as he collected the subscription of the Union is not supported by any evidence, oral or documentary, on record. There is no circumstance from which it can be inferred that the company had any grudge against the affected workman.

81. In short it will be clear from the above discussion that the affected workman's conduct in changing his own leave record deliberately after his transfer from Arvaleri Mines to Odamol Mines in 1968 amounts to dishonesty, fraud and cheating. This is misconduct within the meaning of clause 20(2)(e) of the Standing Orders. On evidence and material before me, I hold that the affected workman is guilty of the misconduct.

82. The company dismissed the affected workman with effect from 29th November, 1968 by its Order dated 29th November, 1968 (Annexure 'C' to Ex. 1/W) for the misconduct committed by him.

83. The next point is whether the punishment of dismissal for this misconduct is justified.

84. The evidence on record shows that the affected workman on his transfer to Odamol Mines was put in charge of the Leave Register alongwith other duties. He was, therefore, enjoying the position of a trustee so far as the maintenance of Leave Register was concerned. It is on the basis of the balance of leave account maintained by him that the Mines Manager used to grant leave to the employees concerned. It was, therefore, absolutely necessary for the affected workman to keep correct and honest record regarding his own privilege leave also. The evidence on record further shows that the affected workman had committed breach of trust in respect of his own leave record, by adding more leave to his Privilege Leave account, to which he was not entitled. He does not therefore deserve any leniency. In my opinion the punishment of dismissal awarded to him by the management for the misconduct proved in this case is justified. He is not therefore entitled to any relief. In view of this my findings on Point Nos. (iii) and (iv) are as above.

Point No. (v):

85. In the end I pass the following order:—

(i) It is hereby declared that the management of M/s Shantilal Khushaldas and Brothers Private Limited Margao is justified in their action in dismissing Shri J. F. Rodrigues, the ex-workman employed as Clerk-cum-Typist in Odamol Mine with effect from 29th November, 1968, and that he is not entitled to any relief.

(ii) Final Award (Part II) is made accordingly.

(iii) No order as to costs.

(Sd.) N. K. VAN),
Presiding Officer,

Central Government Industrial Tribunal No. 2,
BOMBAY.

[No. 24(53)/69-LR-IV.]

ORDERS

New Delhi, the 21st April 1971

S.O. 2249.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of P.D. Kajora Colliery, Post Office Kajoram, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of P. D. Kajora Colliery, Post Office Kajoram, District Burdwan in stopping the workmen from work with effect from the 20th October, 1970 was justified? If not, to what relief the workmen are entitled?"

[No. 6/78/70-LR.II.]

आदेश

नई दिल्ली, 21 अप्रैल, 1971

का.आ. 2249.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में पी० डी० कजोरा कोलियरी, डाकघर कजोराम, जिला बर्दवान के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारी के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या पी० डी० कजोरा कोलियरी, डाकघर कजोराम, जिला बर्दवान के प्रबन्धतन्त्र की कर्मकारों को 20 अक्टूबर, 1970 से काम करने से रोकने की कार्यवाही न्यायोचित थी? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार हैं?"

[नं० 6/78-70/एल० आर०-2]

S.O. 2250.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhuggutdih Rise Area Colliery of Messrs Bengal Nagpur Coal Company Limited, Post Office Dhansar, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad constituted under section 7A of the said Act.

SCHEDULE

"Whether the claim of Shri S. C. Das, Assistant Electrician of Bhuggutdih Rise Area Colliery of Messrs Bengal Nagpur Coal Company Limited, Post Office Dhansar, District Dhanbad, for being placed as Electrician in Category IV as per Coal Wage Board Recommendations with effect from the 15th August, 1967, is justified? If not, to what relief is the workman entitled and from what date?"

"Whether the action of the management of Bhuggutdih Rise Area Colliery of Messrs Bengal Nagpur Coal Company Limited, Post Office Dhansar District Dhanbad in appointing Sarvashri B. B. Bhattacharjee, L. N. Das and M. K. Bhattacharjee, Badli Mining Sirdar-cum-shot-firers, on consolidated pay of Rs. 151 per month with effect from the 8th July, 1968 and the 12th September, 1963 respectively, is justified? If not, to what relief are the workmen entitled?"

[No. L-2012/21/71-LR II.]

का० आ० 2250.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स बंगाल नागपुर कोल कम्पनी लि०, क्री भुग्गुतडीह राइज एरिया कोलियरी, डाकघर, धनसार, जिला धनबाद के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा -7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण (संख्या 2) धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या मैसर्स बंगाल नागपुर कोल कम्पनी लि०, क्री भुग्गुतडीह राइज एरिया कोलियरी, डाकघर धनसार, जिला धनबाद, के सहायक इलेक्ट्रिशियन, श्री एस० सी० दास का कोयला मजदूरी बोर्ड की सिफारिशों के अनुसार, 15 अगस्त, 1967 से वर्ग वार में रखे जाने का दावा न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का और किस तारीख से हकदार है ?"

"क्या मैसर्स बंगाल नागपुर कोयला कं० लि० क्री भुग्गुतडीह राइज एरिया कोलियरी, डाकघर धनसार, जिला धनबाद के प्रबन्धतंत्र द्वारा सर्वश्री बी० बी० भट्टाचार्य एल० एन० दास और एम० के० भट्टाचार्य, बदली माइनिंग सिरदार-एव-शॉट-फायररों को क्रमशः 3 जुलाई, 1968 और 12 सितम्बर 1968 से सले 151 रु० के समेकित वेतन पर नियुक्त करने की कार्रवाई न्यायोचित है ? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार हैं ?"

[सं० एल०-2012/21/71-एलआर-2]

New Delhi, the 22nd April 1971

S.O. 2251.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Goenka Kajora Colliery, Post Office Okhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Goenka Kajora Colliery, Post Office Ukhra, District Burdwan was justified in stopping from work Shri Ram Kisun, Mistry-Carpenter with effect from 3rd September, 1970? If not, to what relief the workman is entitled?"

[No. L-1912(12)/71-LR II.]

नई दिल्ली, 22 अप्रैल 1971

का० आ० 2251.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में गोइन्का कजोरी कोलियरी, डाकघर उखरा जिला बर्दवान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या गोइन्का कजोरा कोलियरी, डाकघर उखरा, जिला बर्दवान के प्रबन्धतंत्र द्वारा श्री राम किसुन, मिस्त्री-कारपेंटर को 3 सितम्बर, 1970 से काम करने से रोकना न्यायोचित था ? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है ?"

[सं० एल०-1912(12)/71-एल आर-2]

New Delhi, the 26th April 1971

S.O. 2252.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sarpi Kajora Colliery, Post Office Ukhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Sarpi Kajora Colliery, Post Office Ukhra, District Burdwan was justified in not providing employment to Shri Amullya Pal, Water Mazdoor with effect from the 12th November, 1970? If not, to what relief is the workman entitled?"

[No. L-1912/24/71-LR II.]

नई दिल्ली, 26 अप्रैल 1971

का० आ० 2252.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सर्पी कजोरा कोलियरी, डाकघर उखरा, जिला बर्दवान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या सर्पी कजोरा कोलियरी, डाकघर उखरा, जिला बर्दवान के प्रबन्धतंत्र का श्री अमल्लया पाल, जल मजदूर को 12 नवम्बर, 1970 से नियोजित न करना न्यायोचित था ? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है ?”

[सं० एल०-1912/24/71-एल आर-2]

S.O. 2253.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Nimcha Colliery of Messrs Nimcha Coal Company, Post Office Raniganj, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether the suspension of Shri Asit Kumar Roy, General Clerk from the 30th April, 1970 by the management of Nimcha Colliery of Messrs Nimcha Coal Company Limited, Post Office Raniganj, District Burdwan is justified? If not, to what relief is he entitled?”

[No. L-1912/21/71-LR.II.]

का० आ० 2253.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स निमचा कोल कम्पनी की निमचा कोलियरी, डाकघर, रानीगंज जिला बर्दवान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा

उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स निमचा कोल कम्पनी लि० की निमचा कोलियरी, डाकघर रानीगंज, जिला बर्दवान के प्रबन्धतंत्र द्वारा श्री असित कुमार राय टोम, साधारण लिपिक का 30 अप्रैल, 1970 से निलम्बन करना न्यायोचित है ? यदि नहीं, तो वह किस अनुतोष का हकदार है।”

[सं० एल०-1912/21/71-एल आर-2]

S.O. 2254.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of East Basuria Colliery of Messrs East Basuria Colliery Company Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed:

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication:

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act

SCHEDULE

“Whether the action of the management of East Basuria Colliery belonging to Messrs East Basuria Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad, in terminating the employment of Shri Teko Kole, Miner, with effect from the 23rd October, 1970 was justified? If not, to what relief is the workman entitled?”

[No. L/2012/43/71-LRII.]

का०आ० 2254.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स ईस्ट बसुरिया कोलियरी कम्पनी लिमिटेड, डाकघर कुसुंदा, जिला धनवाद की ईस्ट बसुरिया कोलियरी के प्रबन्धतंत्र से सम्बद्ध नियजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण (संख्या 2), धनवाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स ईस्ट बसुरिया कोलियरी कम्पनी (प्राइवेट) लिमिटेड, डाकघर कुसुंदा, जिला धनवाद की ईस्ट बसुरिया कोलियरी के प्रबन्धतंत्र की श्री टेको कोले, खनिक के नियोजन को 23 अक्टूबर, 1970 से समाप्त करने की कार्यवाही न्यायोचित थी ? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है ?”

[सं० एल०-2012/43 / 71-एल आर-2]

New Delhi, the 11th May, 1971

S.O. 2255.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Jaipur Mineral Development Syndicate (Private) Limited, owner of Dagota Jharna Soapstone Mine, Dagota, H.O. Jaipur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Gopal Narain Sharma, as Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"Whether the workers of Gagota Jharna Soapstone Mine, Dagota, H.O. Dausa of Messrs Jaipur Mineral Development Syndicate (Private) Limited, who were on strike from the 11th February, 1971 to the 5th March, 1971, are entitled to any compensation for the strike period? If so, to what amount?"

[No. L-29011/9/71-LRIV.]

नई दिल्ली, 11 मई, 1971

का० आ० 2255.—यत; केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मेसर्स जयपुर मिनरल डेवलपमेंट सिंडिकेट (प्रा०) लिमिटेड कोडागोटा झरना सोपस्टोन माइन, डागोटा मुख्यालय जयपुर के प्रबन्धतंत्र से सम्बद्ध नियोजको और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ।

और यत: केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निदेशित करना वांछनीय समझती है ।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उतधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री गोपाल नारायण शर्मा औद्योगिक अधिकरण होंगे, जिनका मुख्यालय जयपुर होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या जयपुर मिनरल डेवलपमेंट सिंडिकेट (प्रा०) लिमिटेड के डागोटा झरना सोपस्टोन माइन डागोटा, मुख्यालय दौसा के कर्मकार जो की 11 फरवरी, 1971 से 5 मार्च, 1971 तक हड़ताल पर रहे, हड़ताल की अवधि के लिए कोई प्रतिकर पाने के हकदार हैं ? यदि हां, तो यह रकम कितनी होगी ।"

[सं० एल० 29011/9/71-एल आर०-4]

S.O. 2256.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Sutna Stone and Lime Company Limited, Satna and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d)' of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Messrs Satna Stone and Lime Company Limited, Satna in terminating the services of Sarva-shri Mahabir Kole (Son of Munda) and Ram Saran Kole (Son of Munda) was justified? If not, to what relief are these workmen entitled?"

[No. L-29011/11/71-LR-IV.]

का० आ० 2256.—यतः केन्द्रीय सरकार की राय है कि इससे उभावद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मेसर्स सतना स्टोन एण्ड लाइन कम्पनी लिमिटेड, सतना के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्-द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण, जबलपुर को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूचा

"क्या मेसर्स सतना स्टोन एण्ड लाइन कम्पनी लिमिटेड, सतना की सर्वश्री महावीर कोले (सुपुत्र मुंडा) और राम सरन कोले (सुपुत्र मुंडा) की सेवाएं समाप्त करने की कार्यवाही न्यायोचित थी? यदि नहीं, तो ये कर्मकार किस अनुतोष के हकदार हैं ?

[सं० एल०-29011/11/71-एलआर-4]

New Delhi, the 29th May, 1971

S.O. 2257.—Whereas an industrial dispute exists between employers in relation to the management of Bikaner Gypsums Limited Bikaner and their workmen represented by Rashtriya Gypsum Karamchari Sangh, Jamsar;

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) referred, the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 20th May, 1971.

Agreement

(Under Section 10-A of the Industrial Dispute Act, 1947)

BETWEEN

Name of the parties :

Representing Employers

Shri M. N. Roy,
Mines Superintendent,
Bikaner Gypsums Limited, Bikaner.
Shri A. K. Mukherjee,
Personnel Manager,
Bikaner Gypsums Limited, Bikaner.

Representing workmen

Shri Dilbagh Singh,
Vice President, Rashtriya
Gypsum Karamchari Sangh, Jamsar.
Shri Ramzan,
Rashtriya Gypsum Karamchari Sangh,
Jamsar.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Mahepathi, Deputy Chief Labour Commissioner (C) Government of India, Ministry of Labour, Employment and Rehabilitation, Shram Shakti Bhavan, Rafi Marg, New Delhi.

- | | |
|---|---|
| (i) Specific matters in dispute | As per Annexure 'A' attached |
| (ii) Details of the Parties to the dispute including the name and address of the establishment or undertaking involved. | Bikaner Gypsums Limited Sadul Club Building Bikaner (Rajasthan) and its workmen as represented by Rashtriya Gypsum Karamchari Sangh Jamsar. |
| (iii) Name of the Union if any representing the workmen in question | Rashtriya Gypsum Karamchari Sangh, Jamsar. |
| (iv) Total number of employees in the undertaking affected. | 206 approximately. |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | Less than 50% |

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties.

Sd/-M. N. ROY

Representing Employers

Sd/-A. K. MUKERJEE

Representing Workers

Sd/- DILBAGH SINGH

RAMZAN

Witness

1. Sd/- Illegible
2. Sd/- Illegible

Terms of Reference

1. Whether any anomaly has been created in the matter of wages of Shri D. P. Bjojok Shri Sureshwar Sharan, Shri Din Dayal Singh and Shri S. D. Joshi, by way of giving three step increments and fitting in the grade of senior clerks to Shri S. B. Lal Bhatnagar, Jaswant Singh Raj Kumar and Virendar Kumar as per O. Mahepathi's award dated 4-10-1969, if so, to what relief are they entitled ?
2. Whether the demand that stationery engine attendants and compressor attendants working as Pump Attendants may also be given the same uniforms as award to wiremen and attendants by Honable' Arbitration Shri O. Mahepathy in his award dated 21-2-71 is justified and so to what relief are the concerned workmen entitled to ?
3. Whether the principles laid down regarding promotion by the Memorandum of settlements dated 1-10-69 and 16-3-70 be made applicable to the following categories of workers and also whether new categories are to be created for promotion in the categories as suggested is justified and if so to what relief are the concerned workers entitled ?

Promotion (category-wise)

<i>From</i>	<i>To</i>
(i) Helper (Workshop)	Khalasi (Workshop)
(ii) Driver (Light Vehicle)	Driver (Truck Dumper & Tractor)
(iii) Driver (Truck Dumper & Tractor)	Bulldozer Operator
(iv) Generator Operator-cum-Switch Board Attendant	Senior Generator Operator-cum-Switch Board Attendant (New Post to be created in the grade of Rs. 130-35 scale)
(v) Senior Clerk & Senior Time Keeper	Assistant (New Post to be created in the grade of Rs. 130-325)
(vi) Turner 'A'	Turner Mechanic (New Post)
(vii) Telephone Attds.	Telephone Operator (New Post in the grade of Rs. 55-110)
(viii) Dresser	Senior Dresser (New Post—Rs. 55-110)
(ix) Cook Gardener	Senior Cook & Senior Gardener (New Post to be created in the grade of Rs. 55-110)

4. Whether the demand that the grade as incorporated in the Memorandum of settlement dated 2-10-67 be changed to Rs. 55-110 instead of Rs. 55-2-50-65-EB-5-110 from 2-10-67 i.e. the date of the said settlement ?

5. Whether the demand that the increment of Shri Gulab Singh which was withheld since 1-10-67 as part of disciplinary action should be released ?

6. Whether Shri Mahmood Shah, Chowkidar should be sanctioned one step additional increment from the date of his promotion as Chowkidar.

[No. L-29011/4/71-LR-IV.]

R. KUNJITHAPADAM, Under Secy.

नई दिल्ली, 29 मई 1971

का० आ० 2257.—यतः बिकानेर जिप्समस् लि० बिकानेर के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व राष्ट्रीय जिप्सम कर्मचारी संघ, जामसार करता है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थम् के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थम करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम करार को, जो उसे 20 मई, 1971 को मिला था, एतद्द्वारा प्रकाशित करती है ।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों के नाम :

1. श्री एम० एन० राय, खान अधीक्षक,
बिकानेर जिप्समस् लि०, बिकानेर ।

नियोजकों का प्रतिनिधित्व करने वाले :

2. श्री ए०के० मुखर्जी, कार्मिक प्रबन्धक, बिकानेर
जिप्समस् लि०, बिकानेर ।

कर्मकारों का प्रतिनिधित्व करने वाले :

1. श्री दिलबाग सिंह उपाध्यक्ष, राष्ट्रीय जिप्सम कर्मचारी संघ, जामसार ।
2. श्री रमजान, राष्ट्रीय जिप्सम कर्मचारी संघ, जामसार ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री ओ० महीपथि, उप मुख्य श्रमायुक्त (केन्द्रीय) भारत सरकार श्रम, रोजगार और पुनर्वास मंत्रालय, श्रम शक्ति भवन, रफी मार्ग नई दिल्ली के माध्यस्थ के लिए निर्देशित करने का करार किया गया है :—

1. विनिर्दिष्ट विवाद अस्त विषय : जैसा कि संलग्न अनुबन्ध 'ए' में दिया गया है ।
2. विवाद के पक्षकारों का विवरण, जिसमें अन्तर्बलित 1. बिकानेर जिप्सम लि० सादुल क्लब, बिल्डिंग, बिकानेर (राजस्थान) और उनके कर्मकार जिनका प्रतिनिधित्व राष्ट्रीय जिप्सम कर्मचारी संघ, जामसार करता है ।
3. यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम राष्ट्रीय जिप्सम कर्मचारी संघ, जामसार ।
4. प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या लगभग 206 ।
5. विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या 50 प्रतिशत से कम ।

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर बाबद्ध कर होगा ।

मध्यस्थ अपना पंचाट छः मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा । यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थ के लिए निदेश स्वतः रद्द हो जायगा और हम नए माध्यस्थ के लिए बातचीत करने को स्वतंत्र होंगे ।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले

ह० /- एम० एन० राय
ह० /- ए० के० मुखर्जी

साक्षी

1 ह०/-
4-5-71

2 ह०/-
तारीख :

कर्मकारों का प्रतिनिधित्व करने वाले

ह०/- दिलबाग सिंह
ह०/- रमजान

4-5-71

अनुबन्ध 'ए'

विचारार्थ विषय

1. क्या श्री डी० पी० बजोजक, श्री सुरेश्वर शरण, श्री दीन दयाल सिंह और श्री एस०डी० जोशी की मजूरी के मामलों में, श्री एस० बी० लाल भटनागर, जसवंत सिंह, राजकुमार और वीरेन्द्र कुमार, सीनियर क्लर्कों को, उनके ग्रेड में श्री ओ० महिपथि के पंचाट, दिनांक 4-10-1969 के अनुसार तीन वेतन वृद्धियां और 'फिटिंग' देकर कोई अपवाद दिया गया है? यदि हां, तो वे किस अनुतोष के हकदार हैं?

2. क्या उन स्टेशनरी इंजिन परिचरों और कम्प्रेसर परिचरों, जो पम्प परिचरों के रूप में कार्य कर रहे हैं की मांग कि उन्हें भी वही वर्गों दी जायें जो मानवीय विवाचक श्री ओ० महिपथि द्वारा वाचमनों और परिचरों के लिये देने का निर्णय उनके पंचाट, दिनांक 21-2-1971 द्वारा किया गया था, न्यायोचित है और यदि हां तो सम्बन्धित कर्मकार किस अनुतोष के हकदार हैं?

3. क्या पदोन्नति के संबंध में समझौता ज्ञापन-पत्र दिनांक 1-10-1969 और 16-3-1970 में निर्धारित सिद्धांत कर्मकारों के निम्नलिखित वर्गों पर क्रियान्वित किये जायें और यह भी कि क्या जैसाकि सुझाव दिया गया है, पदोन्नति के लिए वर्गों में नये वर्गों का निर्माण कराना न्यायोचित है और यदि हां तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?

पदोन्नति (वर्गकार)

से	तक
(1) हैल्पर (वर्कशाप)	खलासी (वर्कशाप)
(2) ड्राइवर (हल्की गाड़ी)	ड्राइवर (ट्रक डम्पर और ट्रक्टर)
(3) ड्राइवर (ट्रक डम्पर और ट्रक्टर)	बुलडोजर आपरेटर
(4) जेनेरेटर आपरेटर एवं स्विच बोर्ड एटेंडेंट	सीनियर जेनेरेटर आपरेटर एवं स्विच बोर्ड एटेंडेंट (रु० 130-325 के वेतन मान के ग्रेड में नये पद का निर्माण किया जाता है)
(5) सीनियर क्लर्क और सीनियर टाइम कीपर	सहायक (रु० 130-325 के ग्रेड में नये पद का निर्माण किया जाना है)
(6) टर्नर 'ए'	टर्नर (मैकेनिक सभा पद)
(7) टेलीफोन अटेंडेंट	टेलीफोन आपरेटर (रु० 55-110 के ग्रेड में नया पद)
(8) ड्रेसर	सीनियर ड्रेसर (रु० 55-110 नया पद)
(9) रसोय्या, माली	सीनियर रसोय्या और सीनियर माली (रु० 55-110 के ग्रेड में नये पद का निर्माण किया जाना है)

4. क्या यह मांग कि समझौता ज्ञापन-पत्र, दिनांक 2-10-1967 में समाविष्ट ग्रेड को 2-10-67 अर्थात् उक्त समझौते की तारीख से, रु० 55-2-50-65-द० रो०-5-110 के बदले रु० 55-110 में परिवर्तित किया जाय, न्यायोचित है?

5. क्याये मांग कि श्री गुलाब सिंह की वेतन वृद्धि जो 1-10-67 से अनुशासन की कार्यवाही के रूप में रोक दी गई थी, दे देनी चाहिए, न्यायोचित है।

6. क्या श्री महमूद शाह चौकीदार को उसके चौकीदार बनने की तारीख से एक अतिरिक्त वेतन-वृद्धि मंजूर की जानी चाहिए ।

[सं० एल-250011/4/71-एल आर-4]

आर० कुंजिथ परम, अवर सचिव ।

SHRAM AUR PUNARVAS MANTRALAYA
(Shram Aur Rozgar Vibhag)

New Delhi, the 26th May 1971

S.O. 2258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to

1. Messrs Shantilal Kushaldas and Brothers,
2. Messrs Marmagoa Navegador Limited,
3. Messrs F.C.R. Machado,
4. Messrs Agencia Ultramarina Private Limited,
5. Messrs Elesbao Pereira and Sons Marmagoa,
6. Messrs V. M. Salgaocar and Brothers Limited, Marmagoa Harbour, and their workmen, which was received by the Central Government on the 12th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-14 OF 1966

PARTIES:

Employers in relation to M/s. V. S. Dempo and Co. P. Ltd., Stevedore, Marmagoa Harbour.

AND

Their workmen.

REFERENCE No. CGIT-19 OF 1966

PARTIES:

Employers in relation to

1. M/s. Shantilal Kushaldas & Bros.,
2. M/s. Marmagoa Navegador Limited.
3. M/s. F.C.R. Machado.
4. M/s. Agencia Ultramarina Private Limited.
5. M/s. Elesbao Pereira & Sons, Marmagoa.

AND

Their workmen.

REFERENCE No. CGIT-20 OF 1966

PARTIES:

Employers in relation to M/s. V. M. Salgaocar and Bros. Ltd., Stevedores, Marmagoa Harbour.

AND

Their workmen.

PRESENT:

Shri A. T. Zambre,—Presiding Officer.

STATE: Union Territory of Goa.

INDUSTRY: Major Ports and Docks.

Bombay, dated 20th April, 1971

AWARD—PART II

These three references pertain to the disputes between the employers who are stevedores and the workmen in their employ before the introduction of the Dock Workers (Regulation of Employment) Act which was made applicable to Marmagao Port with effect from 15th April, 1965. Some of the workmen were monthly rated winchmen and the remaining were temporary. In the year 1963 the employers and the unions had entered into a settlement in respect of wages, dearness allowance and other terms and conditions of service but the workmen contended that the employers did not carry out the terms of the settlement. Prices had also increased and hence the workers through the unions served the employers with demand notices dated 25th September, 1964 and 31st October, 1964 and informed the employers that unless the demands were conceded they would be forced to go on strike. They also raised a dispute before the Conciliation Officer but as the matter could not be settled the workmen as per the strike notice went on strike from 19th November, 1964. The differences between the parties could not be removed within a short-period. But after prolonged discussions with the Conciliation Officer and the intervention of other officers the strike was withdrawn on the 27th January, 1965 and the workmen expressed their willingness to resume duty.

2. It is alleged that when the workers went to report for duty the employers instead of taking them back informed them that their names were struck off from the register and their services had been terminated. Subsequently as per the Dock Workers (Regulation of Employment) Act and the formation of the winchmen's pool some of the employees joined the pool and were registered. The dispute which was pending with the Conciliation Officer could not be settled and as many of the workmen had joined the winchmen's pool the Government referred the issue regarding the relief to which the workmen were entitled for, their past services their accumulated leave and other benefits from 27th January, 1965 to the date when they joined the winchmen's pool for adjudication to this Tribunal.

3. The employers had by their written statements raised various contentions such as maintainability jurisdiction and status of the employees. It was contended that as the dispute was from the Union Territory of Goa the Central Government that had made the references was not the appropriate Government and hence the references were void. It was further contended that the workers were not in the employ of the employers and they were not workmen and after hearing the parties at length by my award part I dated 6th November, 1968 I had held that the Central Government was the appropriate Government in respect of the disputes which pertained to the major port and the reference was valid and also found that the employees who were discharged from service were workmen and the references were fixed for hearing on merits.

4. The dispute involved about 700 workmen who were in the employ of the three concerns and the parties took several adjournments for negotiations. Ultimately when it was fixed for hearing at Goa on 14th April, 1971 they settled the dispute and filed consent terms. It was agreed that the employers should pay 10 days' wages for every completed year of service or a part thereof in excess of six months to all permanent winchmen as compensation towards the settlement in full of their claim under the references. Similarly it was further agreed that the employers should pay similar compensation to the semi-permanent or temporary employees. As almost all the employees were taken over by the Marmagao Dock Labour Board and had joined the winchmen's pool the workmen did not press their contention about reinstatement. The three employers and the workmen have given a joint application requesting the Tribunal to pass an award in terms of the settlement.

5. It is not in dispute that almost all the employees involved in these three references have been taken over by the Marmagao Dock Labour Board and are now members of the winchmen's pool. They have also been given compensation for their past service and the terms of settlement are reasonable. I accept the terms and pass an award in terms of the settlement annexure 'A' which shall form part of this Award.

No order as to Costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer,
Central Government Industrial
Tribunal, Bombay.

ANNEXURE 'A'

BEFORE SHRI A. T. ZAMBRE, INDUSTRIAL TRIBUNAL (CENTRAL) NO. 1,
BOMBAY

1. REFERENCE NO. CGIT-14 OF 1966
2. REFERENCE NO. CGIT-19 OF 1966
3. REFERENCE NO. CGIT-20 OF 1966

Between the parties mentioned below:

Representing the Management

Representing the Workmen

- | | |
|--|---|
| 1. M/s. V. S. Dempo & Co. Pvt. Ltd. | Gerald Pereira |
| 2. M/s. Shantilal Khushaldas & Bros. Pvt. Ltd. | Marmagao Port Dock & Transport Workers' Union |
| (Gosalia Shipping Pvt. Ltd.) | now known as Marmagao |
| 3. M/s. Mormugao Navegadora Pvt. Ltd. | Waterfront Workers' Union) |
| 4. M/s. Agencia Ultramarina Pvt. Ltd. | |
| 5. M/s. Froilano C. R. Machado & Sons. | |
| 6. M/s. Elesbao Pereira & Sons. | |
| 7. M/s. V. M. Salgaocar & Brother Pvt. Ltd. | |

MAY IT PLEASE YOUR HONOUR:

The parties to the above referred to references have come to an amicable settlement in respect of the industrial disputes pending before Your Honour. A copy of the Settlement, only signed by the parties to the dispute is enclosed herewith.

The parties further pray that Your Honour may be pleased to pass an award in terms of the said Settlement.

12-4-71

(Sd.) A. V. PRABHU, Manager
(V.S. Dempo & Co. Pvt. Ltd.)
N. DATTANI, Manager
Sd/- (Shantilal Khushaldas & Bros.
Pvt. Ltd. (Gosalia Shipping Pvt. Ltd.)
(Sd.) V. G. KAMAT, Manager
(Mormugao Navegadora Pvt. Ltd.)
(Sd.) V. S. MANERKAR, Director
(Agencia Ultramarina Pvt. Ltd.)
(Sd.) F. C. R. MACHADO, Director
(Froilano F.C.R. Machado & Sons)
(Sd.) CIANO PEREIRA, Director
(Elesbao Pereira & Sons)
(Sd.) L. R. FERRAO, Personnel Officer
(V. M. Salgaocar & Brother Pvt. Ltd.)

(Sd.) GERALD PEREIRA,
Mormugao Port Dock &
Transport Workers' Union,
(now known as Marmagao
Waterfront Workers'
Union.)

Memorandum of Settlement under Section 2(p) of Industrial Disputes Act, 1947

Between the Parties mentioned below:

Representing the Management:

Representing the Workmen

- | | |
|---|------------------------------|
| (1) M/s. V. S. Dampo & Co. Pvt. Ltd. | Mr. Gerald Pereira |
| (2) M/s. Shantilal Khushaldas & Bros. Pvt. Ltd. | General Secretary, |
| (Gosalia Shipping Pvt. Ltd.) | Marmagao Waterfront Workers' |
| (3) M/s. Mormugao Navegadora Pvt. Ltd. | Union, Vasco Da Gama. |
| (4) M/s. Agencia Ultramarina Pvt. Ltd. | |
| (5) M/s. Froilano C. R. Machado & Sons. | |
| (6) M/s. Elesbao Pereira & Sons. | |
| (7) M/s. V. M. Salgaocar & Brother Pvt. Ltd. | |

Short Recital of the Case

The Government of India *vide* its Notification No. _____ dated _____ referred the matter to the Industrial Tribunal (Central) No. 1, Bombay, the issue of termination of the services of the winchmen employed by the employers covered under the Reference Nos. CGIT-14, 19 and 20 of 1966. During the pendency of this dispute, the parties to the reference discussed the possibility of having an amicable settlement and on 7th April, 1971, the parties have come to the following settlement:

Terms of Settlement

1. It is hereby agreed between the parties that, since the services of all the winchmen have been taken over by Mormugao Dock Labour Board, the Union agrees to drop the claim for reinstatement of all the workmen under these references.

2. The employers agree to pay 10 days' wages for every completed year of service or a part thereof in excess of six months to all their permanent winchmen as compensation towards the settlement in full of their claim under these references.

NOTE.—(a) In the case of wages the rate means the fixed pay payable to permanent winchmen prior to 19th November, 1964. (In case of M/s. Shantilal Khushaldas & Brothers Pvt. Ltd.—Gosalia Shipping Pvt. Ltd., prior to 10th November, 1964.

(b) Period of service means the period from the date on which a winchman is taken on the Muster Roll of the Company on permanent basis (*i.e.* fixed pay) and on which date atleast half day wages were granted as guaranteed pay throughout the month, upto the 10th February, 1965.

3. In respect of semi-permanent/temporary (to whom the managements were paying half days' wages as guaranteed pay in case of "no work"); the employers agree to pay the compensation equivalent to 10 days salary for each completed year of service or a part thereof in excess of six months at the salary rate of Rs. 75 per month.

NOTE.—Service means the period from the date from which the workman is entitled to half day's wages in case of 'no work' and is exclusively attached to the management upto 19th November, 1964 (In case of M/s Shantilal Khushaldas & Bros. Pvt. Ltd.—Gosalia Shipping prior to 10th November, 1964). It is guaranteed that no worker under this settlement shall be paid less than Rs 100.

4. The above settlement covers retrenchment compensation, notice pay, leave wages and wages for the period from 27th January, 1965 to 10th February, 1965.

5. It is agreed that the winchmen concerned will produce a letter from the Union as a means of their identification, and the Management will also check on the identity of the winchmen before effecting payment.

6. The parties further agree that a joint application be made to Honourable Industrial Tribunal (Central) No. 1 with a prayer for an award in terms of this settlement.

(Sd.) A. V. PRABHU,
(V.S. Scope & Co. Pvt. Ltd.)

(Sd.) GERALD PEREIRA,
Mormugao Waterfront Workers' Union.

(Sd.) N. DATTANI,
Shantilal Khushaldas & Bros. Pvt. Ltd.
(Gosalia Shipping Pvt. Ltd.)

(Sd.) V. G. KAMAT,
(Mormugao Navegadora Pvt. Ltd.)

(Sd.) V. S. MANERKAR,
(Agencia Ultramarina Pvt. Ltd.)

(Sd.) F. C. R. MACHADO,
(Froilano C. R. Machado & Sons).

(Sd.) GIANO PEREIRA,
(Elesbao Pereira & Sons)

(Sd.) L. R. FERRO,
(V. M. Salgaocar & Brother Pvt. Ltd.)

[No. 28/14/66-P. & D.]

S.O. 2259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947). Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation the Calcutta Port Commissioners and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD.**

In the matter of a reference under section 10(2) of the Industrial Disputes Act, 1947.

REFERENCE No. 57 OF 1968

PARTIES:

Employers in relation to the Calcutta Port Commissioners, Calcutta
AND
Their Workmen.
Represented by the Calcutta Port Shramik Union, Calcutta.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers: Shri G. V. Karlekar, Labour Adviser and Industrial Relations Officer with Shri S. Naha, Labour Officer.

For the Workmen: Shri Makhan Chatterjee, General Secretary with Shri Syam Chakravarty, Advocate and Secretary, Calcutta Port Shramik Union.

STATE: West Bengal

INDUSTRY: Port.

Dhanbad, the 20th April, 1971.

AWARD

The employers in relation to the Calcutta Port Commissioners, Calcutta and their workmen represented by the Calcutta Port Shramik Union, Calcutta jointly applied to the Central Government for reference of an industrial dispute that existed between them to an Industrial Tribunal in respect of the matter set forth in the said application. Being satisfied that the persons applying represented the majority of each party the Central Government in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 referred to this Tribunal by its Order No. 28/53/68-LR.III, dated New Delhi, the 10th July, 1968, the following dispute for adjudication:

"Whether the demand of the staff attached to the Commissioners' Hospitals for grant of turn of duty off during change over from night shift to afternoon shift as also from afternoon shift to night shift is justified? If so, what should be the relief".

2. From the statements of both the parties it appears that the demand of the staff attached to the Commissioners' Hospitals related to grant of turn of duty off during change over from night shift to afternoon shift as also from afternoon shift to morning shift and not to shift as stated in the schedule to the Order of Reference. Paragraphs 3, 4, 5 and 6 of the written statement submitted by the workmen, make the position clear. These three paragraphs are set out below:

"3. That the hours of work of the aforesaid staff of the Hospitals are arranged in three shifts as indicated below:

1:6 A.M. to 2 P.M.

2. 2 P.M. to 10 P.M.

3. 10 P.M. to 6 A.M.

4. That all members of the staff concerned work in three shifts by rotation from one shift to another after working for a week in each shift.

5. That those of the staff who are on the second shift from 2 P.M. to 10 P.M. on Sundays are required to report for duty at 6 A.M. on Monday".

3. The above extracts from the written statement of the workmen make it clear that the dispute relates to change over from night shift to afternoon shift on the one hand and from afternoon shift to morning shift on the other.

4. This position is corroborated by para 5 of the written statement submitted by the employers. The relevant portion of the said paragraph runs thus: ".... the staff attached to the Hospital and working on rotational shift duties..... are related in all the three shifts. The night shift staff go to the afternoon shift and get an interval of 8 hours. The afternoon shift staff go to the morning shift and get an interval of 8 hours....."

The workmen pointed out that the night shift staff in going to the afternoon shift get an interval of only eight hours and that the afternoon shift too in going to the morning shift get an interval of only eight hours. Their contention is that this interval of eight hours in both cases is too insufficient, and that the interval should be at least sixteen hours.

6. Hence the dispute relates to two matters: (1) change over from night shift to the afternoon shift; (2) change over from afternoon shift to the morning shift. There is no dispute in relation to change over from the afternoon shift to the night shift.

7. The dispute as stated in the schedule to the Order of the Central Government may be divided into two parts. The first part relates to change over from the night shift to the afternoon shift, and there was a real dispute between the parties before the passing of the aforesaid Order by the Central Government in relation to this change over. The second part relates to change over from the afternoon shift to the night shift, but there was no dispute between the parties before the passing of the aforesaid order in relation to this change over. Hence the aforesaid Order of the Central Government, in so far as it relates to the change over from the afternoon shift to the night shift was not passed in accordance with law. As a matter of fact the Central Government was not competent to refer any dispute in relation to the change over from the afternoon shift to the night shift for the adjudication of this Tribunal. Hence no award can be given with regard to the change over from the afternoon shift to the night shift. There was a real dispute in relation to change over from the afternoon shift to the morning shift but that dispute has not been referred to this Tribunal.

8. The Tribunal, shall, therefore, confine its attention only to the first part of the dispute as stated in the schedule to the aforesaid Order of the Central Government. In other words, an award shall be given only with regard to that part of the dispute as relates to the change-over from the night shift to the afternoon shift, because no award can be given with regard to the second part of the dispute which has been referred without jurisdiction.

9. It is not disputed that the night shift is from 10 P.M. to 6 A.M. and that the afternoon shift is from 2 P.M. to 10 P.M. It is also not disputed that those of the staff who are on the night shift i.e. from 10 P.M. to 6 A.M. on Sundays are relieved at 6 A.M. on Monday and that on the same day they are required to report for duty at 2 P.M. for the afternoon shift which is from 2 P.M. to 10 P.M.

10. It appears that the members of the staff whose duty is rotated in this manner are required to work on a Monday from 12 A.M. to 6 A.M. and again from 2 P.M. to 10 P.M. They are, therefore, required to work for 16 hours on Monday in changing over from the night shift to the afternoon shift. Clause (ff) of Rule 2 of the Minimum Wages (Central) Rules, 1950 provides that unless the context otherwise requires 'day' means a period of 24 hours beginning at mid-night.

11. Rule 24 of the Minimum Wages (Central) Rules, 1950 deals with the number of hours of work which shall constitute a normal working day. Sub-rule (2) of Rule 24 provides that the working of an adult worker shall be so arranged

that inclusive of the intervals for rest, if any, it shall not spread over more than 12 hours on any day. So, it appears that the members of the staff are required to work for 15 hours on a Monday in changing over from the night shift to the afternoon shift in contravention of Rule 24.

12. Mr. Karlekar appearing on behalf of the employers contended that such rotation of duty as required some of the members of the staff of work for 16 hours on a Monday was warranted by Rule 24-A dealing with night shifts. Let us test the validity of this contention. Rule 24-A provides as follows: where a worker in a scheduled employment works on a shift which extends beyond midnight—

- (a) a holiday for the whole day for the purposes of Rule 23 shall in his case mean a period of twenty-four consecutive hours beginning from the time when his shift ends; and
- (b) the following day in such a case shall be deemed to be the period of twenty-four hours beginning from the time when such shift ends, and the hours after midnight during which such worker was engaged in work shall be counted towards the previous day."

This Rule primarily deals with the question of the weekly day of rest under Rule 23 of the Minimum Wages (Central) Rules, 1950. The hours after midnight during which the workman was engaged in work shall be counted towards the previous day only for the purpose of ascertaining the following day of twenty-four hours during which the workman is to enjoy a holiday. Rule 24-A does not in any way modify or qualify sub-rule (2) of Rule 24, which says that the working day of an adult worker must not spread over more than 12 hours on any day.

13. It may, therefore, be safely concluded that the demand of the staff attached to the Commissioners' Hospitals for grant of turn of duty off during change-over from night shift to the afternoon shift is perfectly justified in view of the provisions contained in sub-rule (2) of Rule 24 of the minimum Wages (Central) Rules, 1950. Apart from legal justification, the interval of eight hours for changing over from the night shift to the afternoon shift is too insufficient. I fully agree with Mr. Chatterjee appearing on behalf of the workmen that there should at least be an interval of 16 hours.

14. Hence my award is as follows. The demand of the staff attached to the Commissioners' Hospitals for grant of turn of duty off during change-over from night shift to afternoon shift is justified. When they work in the night shift they should not be required to work in any shift earlier than the next night shift. I make no award as to the demand of the aforesaid staff for grant of turn of duty off during change-over from afternoon shift to night shift, as, for the reasons stated above, I am not competent to do so.

15. A copy of this award may be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,
Presiding Officer.

[No. 28(53)/68-P&D.]

New Delhi, the 28th May 1971

S.O. 2260.—In exercise of the powers conferred by sub-sections (3) and (4) of Section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints Shri T. K. Parameswaran Nambiar, Chairman, Madras Port Trust as Chairman and Member of Madras Dock Labour Board on and from the 12th April, 1971 vice Shri A. Venkatesan and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3475 dated the 23rd September, 1968.

In the said notification, for the words and letter "Shri A. Venkatesan" in both places where they occur, the words and letters "Shri T. K. Parameshwaran Nambiar" shall be substituted.

[No. 54/5/69-Fac. II.]

(श्रम और रोजगार विभाग)

नई दिल्ली, 28 मई, 1971

का० आ० 2260.—डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) को धारा 5—क को उद्धारार्थ (3) और (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एनडू द्वारा श्री टी० के० परमेश्वरन तन्त्रियार, अध्यक्ष, मद्रास पोर्ट ट्रस्ट को श्री ए० वेंकटसन के स्थान पर 12 अप्रैल, 1971 की ओर से मद्रास डाक श्रम बोर्ड के अध्यक्ष और सदस्य के रूप में नियुक्त करती है और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को अधिसूचना संख्या का० आ० 3475, तारीख 23 सितम्बर, 1968 में और आगे निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में, 'श्री ए० वेंकटसन' शब्दों और अक्षर के, उन दोनों स्थानों में जहाँ वे आते हैं, स्थान पर "श्री टी० के० परमेश्वरन तन्त्रियार" शब्द और अक्षर प्रतिस्थापित किए जाएंगे।

[सं 54/5/69-फैक०-2]

अजीत चन्द्र, जूनर सचिव।

New Delhi, the 29th May 1971

S.O. 2261.—The following draft of certain Scheme to amend the Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Scheme, 1970, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 7th July, 1971.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Scheme

1. This Scheme may be called the Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Amendment Scheme, 1971.

2. In the Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Scheme, 1970.—

(1) in clause 2,—

(i) in sub-clause (i)—

(a) in item (i) the words "but not more than adequate" shall be omitted;

(b) for item (iii) the following item shall be substituted, namely:—

"(iii) progressive fulfilment of the ultimate objective of complete decasualisation";

(c) after sub-clause (4), the following sub-clause shall be inserted, namely:—

"(5) Nothing in this Scheme shall apply to any worker who is engaged in work relating to the handling of salt or in performing Chipping and Painting work in the port.";

(2) in clause 14, after sub-clause (1), the following sub-clause shall be inserted, namely:—

"(1A) The Board may, if considered necessary for the efficient performance of work, further classify the workers of any category into sub-categories.";

(3) in clause 16—

- (a) in sub-item (i) of item (b) of sub-clause (5), for the figures and words "21 days' minimum guarantee wages and gross daily wages that accrue to them for the days worked", the words and figures "the gross daily wages that accrue to them for the days worked, subject to a minimum of 21 days gross daily wages in a month" shall be substituted;
- (b) in item (a) of sub-clause (8), for the words figures and letter "who were on 1st January 1970 in permanent employment of Shipping Companies or Steamer Agents on a monthly salary basis shall not be registered but they can work without being registered. Their names shall be entered in Register 'C'—employerwise and categorywise" the words, figures and brackets "whose names are entered in Register 'C' (employerwise and categorywise) are not considered registered workers for the purposes of this Scheme, but they shall be allowed to work and carry out the duties and responsibilities of similar Dock Clerical and Supervisory workers registered under this Scheme", shall be substituted;

(4) in clause 28,—

after sub-clause (4), the following clause shall be substituted, namely:—

"(5) All workers whose names are entered in Registered 'B' initially when this Scheme comes into force shall be paid a minimum guarantee of 21 days gross wages in a month appropriate to the category to which he permanently belongs. All workers whose names are entered in this register subsequently shall be governed by the provision of sub-clause (1)".

NOTE:—For the purpose of this clause the word "category" wherever it appears shall be deemed to include all classifications of sub-categories as may be made by the Board from time to time under clause 14";

- (5) in Schedule IV, the sentences commencing with the words "If the average" and ending with the words "shall never be decreased" in the end shall be omitted.

[No. F. S-68013/1/71-P&D.]

New Delhi, the 31st May 1971

S.O. 2262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of Shri S. M. Dikhale, Arbitrator in the industrial dispute between the employers in relation to Messrs Kanji Jadhavji and company, Bombay and their workmen represented by the Transport Dock Workers Union, Bombay which was received by the Central Government on the 4th May, 1971.

In the matter of Arbitration in the Industrial Dispute over the non-implementation of the Interim Recommendations of the Central Wage Board for Port & Dock Workers between Messrs. Kanji Jadhavji & Co., Bombay and the Workmen represented by the Transport Dock Workers' Union, Bombay.

PRESENT:

Shri S. M. Dikhale, Deputy Chairman, Bombay Dock Labour Board, Arbitrator.

Representing Employer—1. Shri P. H. Purav, Legal Adviser to Messrs. Kanji Jadhavji & Co., Bombay. 2. Shri S. T. Shah. 3. Shri H. N. Trivedi, Officers of Messrs. Kanji Jadhavji & Co., Bombay.

Representing Workmen—1. Shri H. K. Soni, Legal Adviser to Transport & Dock Workers' Union, Bombay. 2. Shri S. R. Kulkarni. 3. Shri K. A. Khan, Secretaries of the Transport & Dock Workers' Union, Bombay. 4. Shri I. S. Sawant, Officer of the Transport & Dock Workers' Union, Bombay.

STATE: Maharashtra.

INDUSTRY: Ports & Docks.

AWARD

1. By an Arbitration Agreement under Section 10A of the Industrial Disputes Act, 1947 (Act 14 of 1947) dated the 30th June, 1970, Messrs. Kanji Jadhavji & Co., Bombay and the Transport & Dock Workers' Union, Bombay, representing cement handling workers, one Mukadam and cement Palawalas working at Bombay Port Trust Transit Sheds in Bombay Docks, agreed to refer the Industrial Dispute with regard to the non-implementation by Messrs. Kanji Jadhavji & Co., of the Interim Recommendations of the Central Wage Board for Port & Dock Workers in respect of the workmen mentioned above. Thereafter by an Order dated 23rd October 1970, the Government of India, Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment), in pursuance of sub-section (3) of Section 10A of the Act was pleased to publish the Arbitration Agreement in the official Gazette of India. By the said Agreement the parties agreed to refer the following issue to my Arbitration and further agreed to treat my Award as binding on them.

"Whether Messrs. Kanji Jadhavji & Co., Bombay are justified in not implementing the Interim Recommendations of the Central Wage Board for Port and Dock Workers in respect of cement handling workers, one Mukadam and Cement Palawalas at Bombay Port Trust Transit Sheds in Bombay Docks. If not, whether the concerned workmen are entitled to the benefits as per the recommendations of Central Wage Board for Port & Dock Workers".

2. On receipt of the reference by me, I issued a joint letter, Reference No. PA/260/70, dated 3rd November, 1970 to Messrs. Kanji Jadhavji & Co., and the Secretary, Transport & Dock Workers' Union wherein I had requested the said Union to file their written statement of claims before me latest by the 7th November, 1970 with a copy to Messrs. Kanji Jadhavji & Co., who were in turn requested to file their rejoinder to the written statement of claims made by the Union not later than the 11th November, 1970. I had also intimated to both the parties that I would be holding a joint meeting on the 12th November, 1970 at 2.30 P.M. in my office.

3. Accordingly, I held a joint meeting of the parties on the 12th November, 1970 when Shri K. A. Khan, Secretary of the Transport & Dock Workers' Union was present with Shri I. S. Sawant, an official of the same Union. At the joint meeting the Union representatives handed over their statement of claims to me and a copy of the same to Shri D. M. Utekar, authorised representative and Junior Legal Adviser to Messrs. Kanji Jadhavji & Co. It was agreed at this meeting that the next arbitration proceedings would be held on the 25th November, 1970 at 2.30 P.M. in my office. It was further agreed at this meeting that the employer would file his rejoinder to the written statement of claims of the Union on or before the 19th November, 1970. However, Shri P. H. Purav, Legal Adviser to Messrs. Kanji Jadhavji & Co., by his application dated the 18th November, 1970 sought my consent to allow the employer time till 24th November, 1970 to file his rejoinder to the written statement of claims of the Union. This was agreed to by me and the employer accordingly filed his rejoinder on the 24th November, 1970.

4. Joint meetings were held on 13th February, 1971, 27th February, 1971, 13th March, 1971 and 10th April, 1971. At these meetings Shri P. H. Purav, Legal Adviser to M/s. Kanji Jadhavji & Co., Shri S. T. Shah and Shri H. N. Trivedi represented the employer. Shri H. K. Soni, Legal Adviser to the Transport & Dock Workers' Union, Shri S. R. Kulkarni and Shri K. A. Khan, Secretaries of the Transport & Dock Workers' Union and Shri I. S. Sawant, an official of the Transport & Dock Workers' Union represented the workmen.

5. Shri Purav raised several preliminary objections which are disposed of as follows:—

6. Shri Purav argued that the Pallewallas are not the company's employees but are employees of the contractor Smt. Chandibi. Mukadam is also not the employee of the company. To prove his contention that these workmen are not the employees of the company, Shri Purav filed an Affidavit of one Shri H. N. Trivedi.

7. I observe that the same objection was raised by the company before Shri M. G. Warrare, Assistant Labour Commissioner (C), Bombay before whom the very employer and the Union had gone for arbitration over a dispute relating

to the concerned workmen for increase in the rate of wages relating to piece-rate. I further observe that the employer accepted the terms of settlement in the arbitration proceedings before Shri Wanare, as well as the very same parties had signed a settlement resulting in consent Award before the Central Government Industrial Tribunal at Bombay in Reference No. CGIT-19 of 1963 where these parties never raised the issue of employership even though while signing the settlement, the parties agreed to certain terms of settlement with the opening words "without prejudice to the parties contentions". It is thus obvious that the concerned employer had not pressed the point of employership before the Industrial Tribunal. I, therefore, hold that M/s. Kanji Jadhavji & Co., are the principal employer of these categories of workmen.

8. Shri Purav argued that the Award in Reference No. 4/68 of Shri Salim Merchant has not been terminated and therefore the present reference which is essentially for wage revision is not valid and is bad in law.

9. Shri Soni stated that the fact that the employer and the Union have signed the settlement for arbitration of the dispute before the Hon'ble Arbitrator would itself indicate that they have agreed to terminate the Award in question. No formal notice of termination of Award was, therefore, necessary.

10. I am in agreement with the contention expressed by Shri Soni, as above. The very fact that the employer and the Union have come up before me by signing a joint settlement for the arbitration of the present dispute would indicate that they had the intention of terminating or superseding the Award even though there has been no formal notice from either side for the termination of the Award. I, therefore, hold that the present reference is not bad in law and thus valid. In my opinion also it is not necessary for the parties to terminate any subsisting settlement or awards, prior to the constitution of the Wage Board for Port & Dock Workers while implementing the final recommendations of the said Wage Board, duly accepted by the Central Government.

11. Shri Purav further contended that the Award in Reference No. CGIT 4 of 1964 and the Award in Reference No. CGIT 49 of 1963 have so far not been terminated and therefore the present reference is bad in law according to the provisions of the Industrial Disputes Act, 1947.

12. Shri Soni stated that there was no need to terminate the Award in Reference No. CGIT 4 of 1964 as the claim was made as per the recommendations of the Wage Board. Further, as the matter was pending before the High Court, the question of termination did not arise. There were also prolonged negotiations between the parties mutually as well as in Conciliation. Thus by the act of the parties it was clear that both the parties had intention to terminate the Award. As regards the Award in Reference No. CGIT 49 of 1963, the Union has filed a copy of their letter No. TD/179/187/66 dated 2nd February, 1966 written to the employer which clearly indicates that the Union had given a notice of termination to the employer. This fact was not disputed by Shri Purav.

13. I, therefore, agree with Shri Soni's contentions.

14. According to Shri Purav, the Wanare's Award fixing the wages of Pallawallas & Mukadam has taken into consideration interim recommendations of the Wage Board. Therefore, the present reference is not maintainable.

15. Shri Soni argued that the Wanare's Award had not taken into consideration the Interim Recommendations of the Wage Board. What Shri Wanare has awarded is merely an increase in the piece-rate earnings of the workmen whereas the Wage Board has recommended a daily or monthly wage under an incremental scale with a minimum monthly scale of pay, a scheme of Dearness Allowance based on the working class cost of living index and other allowances. The same cannot be translated into the piece-rate system of wages. As the piece-rate then offered to the concerned workmen was very low, Shri Wanare has merely increased the piece-rate. In view of this, Shri Soni contended that the Hon'ble Arbitrator had jurisdiction to go into the merits of the case and award interim recommendations of the Wage Board to be made applicable to the concerned workmen.

16. I also find from Shri Wanare's Award that he has nowhere stated that he was awarding a higher piece-rate taking into consideration the Interim Recommendations of the Wage Board. The contention of the employer that Shri Wanare has taken into consideration the Interim Recommendations of the Wage Board is, therefore, not sustained.

17. Shri Purav further argued that the concerned workmen are not covered by the recommendations of the Wage Board as they do not fall within the definition of 'dock worker'. The employer is, therefore, fully justified in not implementing the Interim Recommendations of the Wage Board.

18. Shri Soni contended that the concerned workmen were dock workers. He stated that the definition of 'dock worker' was very wide as contained in the Dock Workers' (Regulation of Employment) Act, 1948. The definition of 'dock worker' given in the Dock Workers (Safety, Health and Welfare) Scheme, 1961 is more explicit and definitely covers the concerned workmen also. As such the Wage Board was competent to include the concerned workmen in their recommendations. The Wage Board had accordingly included these workmen. According to Shri Soni, all workers engaged in the docks or even in the vicinity of the docks in connection with loading or unloading operations, storage, movement of cargoes, etc., were dock workers and the concerned workmen were carrying out similar work and therefore they were dock workers. Shri Soni quoted the case of M/s. Krishna Commercial Company and M/s. Mahesh Transport Co., before the Central Government Industrial Tribunal, Shri A. T. Zambre in Reference No. CGIT 73 of 1965. Shri Zambre had held that the workmen of these two companies who were employed on cement/clinker at the Bombay Port were "dock workers".

19. I am in agreement with Shri Zambre and for the same reasons as set out in his Award, I also hold that the concerned workmen in the present dispute are also 'dock workers'.

20. Shri Purav further argued that without prejudice to the contentions expressed by him earlier, in the event the learned Arbitrator holds that the concerned workmen are 'dock workers' and that the Interim Recommendations of the Wage Board should be made applicable to them, his submission was that the Wage Board has travelled beyond its terms of reference. He stated that any wage fixation body cannot travel beyond its terms of reference. By Resolution No. WB-21(4)/64 dated 13th November, 1964, the Central Government constituted the Central Wage Board for Port & Dock Workers. The Wage Board, at its own discretion, added clause 'E' whereby it covered certain other categories of workmen. By addition of this clause the Wage Board has gone beyond its terms of reference. Mere acceptance by the Government of the recommendations of the Wage Board does not make it obligatory on his employer to implement the decisions of the Wage Board in so far as the cement handling workers are concerned. Shri Purav added that the Wage Board had also surpassed its jurisdiction. It not only granted Interim Relief but also prescribed a scheme of Dearness Allowance linked with the cost of living index which Dearness Allowances would go on increasing as and when the Central Government increased the Dearness Allowance of its employees. The question is, therefore, whether as an Interim Relief such a scheme of Dearness Allowance could be laid down by the Wage Board. His further submission is that at best the Wage Board should have granted Dearness Allowance on a flat basis and that the Wage Board was not competent to lay down a scheme of Dearness Allowance because the scheme of Dearness Allowance calls for consideration of several things. He further stated that the demand of the Labour was for Interim Relief and not for a scheme of Dearness Allowance. Shri Purav also argued that the period of Interim Relief recommended by the Wage Board was very long. The Interim Relief is operative from 1st October, 1964 to 31st December, 1968 as the final recommendations of the Wage Board are effective from 1st January, 1969.

21. Shri Soni stated that the Wage Board for Port & Dock Workers was a duly constituted body by the Central Government with directions to go into the wage structure of the Port & Dock Workers. The definition of 'Wage' includes Dearness Allowance as one of the components of the Wage. The Wage Board was, therefore, within its powers to prescribe a scheme of Dearness Allowance.

22. There is no doubt that the definition of 'Wage' includes Dearness Allowance also as one of the components that go to make 'Wage'. I, therefore, agree with the contention of Shri Soni. I also hold that the Wage Board was equally competent to recommend a scheme of Dearness Allowance based on Central Government scale of Dearness Allowance by way of Interim Relief.

23. Having disposed of the preliminary objections raised by Shri Purav, I would now deal with the other arguments advanced by both the parties in support of their respective claims.

24. In so far as the financial position of the employer is concerned, Shri Purav argued that the employer has no capacity to bear such a huge financial burden

for making payment of Interim Relief, as recommended by the Central Wage Board for Port & Dock Workers, from 1st October, 1964 to 31st December, 1968 in the event the learned Arbitrator holds that the concerned workmen are 'dock workers', and that the Interim Recommendations of the Wage Board should be made applicable to them. Arguing his point further, Shri Purav stated that the employer received from the consignees only 75 paise per ton of cargo handled by the workmen on piece-rate basis. The employer paid to the concerned workmen 50 paise per ton. From the balance 25 paise, the employer had other expenses to meet such as Bonus at 4 per cent, Establishment Cost for the Dock Staff, etc. There were also sundry expenses which the employer had to incur on this business. Allowing for all such expenses from the income, there is nothing left with the employer for any additional burden to be borne by the employer. Shri Purav, in order to prove his contention that the employer had no capacity to bear the additional financial burden for payment of Interim Relief, produced the Profit and Loss Accounts Statements of the company for the years 1966 to 1970 and other relevant financial statements, duly certified by their Auditors. Shri Purav added that in fact the entire clearing department of the employer was making continuous losses. Shri Purav also referred to the work that was lost by the employer. He stated that in place of work lost, no new work was secured by the employer. Shri Purav further argued that the cement handling workers earned Rs. 400/450 per month which is a very high wage. As such they did not deserve any Interim Relief. The employer was, therefore, justified in not implementing the Interim Recommendations of the Wage Board.

25. Replying to the above contentions, Shri Soni stated that the employer is not justified in not implementing the Interim Recommendations of the Wage Board. Shri Soni further stated that the Wage Board was appointed on 13th November, 1964. The first Interim Relief of Rs. 7.80 was recommended by the Wage Board on 9th April, 1965 including payment of Dearness Allowance based on Central Government scheme of Dearness Allowance. The Government had accepted the same on 27th April, 1965. The Second Interim Relief of Rs. 4/- was recommended by the Government on 19th October, 1966. The final report of the Wage Board was submitted on 29th January, 1969. Government accepted the same on 28th March, 1970, and agreed to give effect to the same from 1st January, 1969. Therefore, according to Shri Soni whatever benefits that have accrued to the dock workers from the time the Wage Board was appointed till the final recommendations of the Wage Board were given effect to i.e. 1st January, 1969 could be termed as Interim Recommendations and the same should be made applicable to the concerned workmen.

26. Shri Soni further stated that he had called upon the employer to produce their Income-tax Assessment Orders for the relevant years. They have not produced the same. The employer has shown continuous losses. The losses shown by the employer are such that if all the losses are added up together the entire capital of the employer would be wiped out. The employer has not been able to show how they are carrying on business in spite of losses. The Legal Adviser of the employer has argued that the employer has to carry on business in spite of losses in the hope that business will come back to the employer later. The Legal Adviser of the employer has also contended that the overall business of the employer showed losses but the losses were more in the clearing department and more particularly in the cement department. Shri Soni argued that the statements filed by the Legal Adviser on behalf of the employer relating to the accounts statements were in fact extracts taken from the books of accounts of the employer. Even though these extracts were duly certified by the Auditors, no reliance could be placed on them as they do not reveal the actual financial position of the employer. Shri Soni pointed out various defects in the statements of accounts submitted by the employer. He stated that they were not properly audited statements of accounts and therefore no importance can be given to them. The Auditors had merely certified "extracts taken from the books of accounts, etc.". In view of this, Shri Soni contended that these accounts statements were specially prepared for the particular department as per instructions and convenience of the employer. It was Shri Soni's contention that all the expenses shown in the accounts statements need not necessarily be incurred for the cement handling department only, e.g. he pointed out the item of salaries paid to the employees of Rs. 1,19,228.64 which is shown in the accounts statement pertaining to the year 1966. He stated that this figure definitely does not represent the actual salaries paid to the staff of clearing department only. Salaries of staff working for other departments are also debited to this account. He, therefore, maintained that this is not entirely the expenditure incurred on the clearing and forwarding department only.

27. Pointing out to the accounts statements for the year 1966, Shri Soni stated that the sum of Rs. 45,376.30 which is shown as 'Bonus' paid is also not necessarily the amount paid to the staff of clearing department only. He added that in so far as the cement clearing work is concerned, there are no separate accounts maintained. Shri Soni then pointed out several other defects in the statements of accounts. He suggested that he would be prepared to place reliance on the Income-tax Assessment Orders for the relevant years if the employer could produce the same but he could not place any reliance on the accounts statements submitted by the employer. Unless balance sheets of the entire company are produced, he could not accept the figures shown in the statements of accounts. Shri Soni further emphasised that the Wage Board had made recommendations after taking into consideration the financial capacity to pay of the 'industry' as a whole. It would, therefore, not be proper for the employer to say that they cannot pay the Interim Relief because the company was making continuous losses since the question has been examined by the Wage Board on industry-wise basis and not on unit basis.

28. As regards the work lost by the employer, Shri Soni stated that the employer has not produced any documentary evidence to show that any permanent contracts had been lost. No doubt, some work might have been lost but in that place the employer might have secured new work since the employer has not shown that there were any long term contracts and these contracts had been lost. Even assuming, without admitting, that the employer has no capacity to pay, there shall be no discrimination on this point as the employer has not closed his business either partially or wholly.

29. With regard to Shri Purav's argument that the cement loaders earn Rs. 400/450 per month and as such it was not necessary to extend the benefit of the Interim Recommendations to them, Shri Soni stated that this is not correct and untenable. As a matter of fact these are piece-rated workers and no daily wage is payable to them. Their earnings fluctuate depending upon the volume of output. At times they earn less and at times they earn more but in no case, their earning is on an average Rs. 400/450 per month. As a matter of fact from the statement of wages earned by these workmen produced by the employer it is observed that these workmen earn Rs. 250/300 per month on an average. Even assuming, without admitting, that these workmen earn Rs. 400/450 per month, they are entitled to receive the benefit of the Interim Recommendations as other dock workers who are earning higher wages than these workmen have also been made eligible to receive the benefits of the Interim Recommendations.

30. I have gone through the arguments advanced by both the parties very carefully. I have also examined and scrutinised the evidence produced by the parties thoroughly. I have no doubt in my mind that the concerned workmen are dock workers and thus they are entitled to get the full benefit of the Interim Recommendations made from time to time by the Central Wage Board for Port & Dock Workers. The Interim Recommendations include Rs. 7.80 given by the Wage Board on 9th April, 1965 and Rs. 4/- on 19th October, 1966. The Interim Recommendations also include the rise in Dearness Allowance granted by the Central Government during the period from 13th November, 1964 to 31st December 1968 from time to time. However, I feel the employer deserves some consideration as its present financial position is not very satisfactory. In fact, I am led to believe that since 1966 onwards the employer's overall financial position was constantly deteriorating and I do not think the employer could have made any profits during these years even though the losses shown by the employer in the statements of accounts for these years produced before me are not accepted as correct on the ground that the same are not quite authentic. The very Union (namely, Transport & Dock Workers' Union, Bombay) had shown similar consideration to the Clearing Agents operating at Bombay Port, when, by way of mutual settlement in October, 1969, had accepted lesser amounts towards the arrears arising out of the Interim Recommendations made by the Central Wage Board for Port & Dock Workers. On the same basis this employer also deserves some consideration particularly in their present plight.

31. During the joint hearings, it was also brought to my notice that the employer wanted to increase the strength of cement handling workers as the number of such workers available was found to be inadequate to cope up with the speedy work. The employer made several efforts in that direction. But the Union always opposed increasing the strength. As a result of this, it was pointed out to me that the work got delayed and the employer had to pay demurrage on several occasions to the Port Trust. Secondly, it was also brought to

my notice that as the strength of cement handling workers was inadequate and the parties who came to take delivery of the cement were anxious to lift the cement as quickly as possible, used to bring their own labourers and with their help got the cement loaded in the trucks. In such cases also, I was told, the employer's workers were paid full piece-rate wages as if the work was done by them. This appears to be true as the Union has not seriously refuted this allegation. These factors also make me inclined to show some consideration to the employer. But at the same time, the employer cannot be rewarded for lapses on his part in not implementing the Interim Recommendations of the Central Wage Board for Port & Dock Workers at proper times. The concerned workmen also cannot be allowed to suffer for no fault of theirs.

32. The final recommendations of the Central Wage Board for Port & Dock Workers which were accepted by the Central Government were brought into force with effect from 1st January, 1969. Thus the Interim Recommendations of the said Wage Board were in force during the period from 1st October, 1964 to 31st December, 1968. The average employment of the concerned workmen varied from 20 to 25 days in a month. Keeping all this in view and what I have stated in foregoing paragraphs Nos. 30 and 31, I award that each workman covered under this award should be paid an *ad hoc* amount of Rs. 1200/- (Rupees Twelve hundred only) in full and final settlement of his claim in respect of arrears arising out of the Interim Recommendations of the Central Wage Board for Port & Dock Workers. I was told that the employer has already paid an advance of Rs. 500/- (Rupees Five hundred only) to each of these workmen. If it is so, then each of them should be paid the remaining amount of Rs. 700/- (Rupees seven hundred only). If any of the concerned workman has not been paid any advance by the employer so far against this claim, such workman should be paid Rs. 1200/- (Rupees Twelve hundred only). The payment should be made to the concerned workmen within thirty days from the date this Award is published in the Central Government Gazette. I hope this will meet the ends of justice.

(Sd.) S. M. DIKHALE,
Deputy Chairman,

Bombay Dock Labour Board,
(Arbitrator).

Bombay, dated 29th April, 1971.

[No. 28(117)/66-P&D.]

AJIT CHANDRA, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

ORDER

New Delhi, the 20th March 1971

S.O. 2253.—Whereas, the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited, Post Office Kothagudem Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed.

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri T. Chandrasekhara Reddy, as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"Whether the management of Singareni Collieries Company Limited, Kothagudem is justified in not confirming Shri A. Bixamaiah, Shri Rajeswararao, Shri Gazula Ramulu, Shri Pandu Rangam, as per Wage Board recommendations, from the dates they are working as Assistant Boiler Attendants."

Whether the management of Singareni Collieries Company Limited is justified in not confirming Shri P. Tirupataih as Boiler Attendant in the grade of Rs. 245—440 having regard to the period of his officiating service in higher category? If not, to what relief is the workman entitled?"

[No. 7/14/70-LR-II.]

KARNAIL SINGH, Under Secy.

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

आदेश

नई दिल्ली, 20 मार्च, 1971

का० आ० 2263.—यतः केन्द्रीय सरकार की राय है कि इस से उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सिंगारेनी कोलियरीज कम्पनी लिमिटेड डाकघर कोठागुडियम कोलियरीज (आन्ध्र प्रदेश) से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० चन्द्रशेखर रेड्डी होंगे, जिनका मुख्यालय अफ़जल लौज, तिलक रोड, रामकोटे, हैदराबाद-1 होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या सिंगारेनी कोलियरीज कम्पनी लिमिटेड, कोठागुडियम के प्रबन्धतंत्र का श्री ए० बिकासमाइयाह, श्री राजेश्वर राव, श्री गजुला रामुलु, श्री पांडु रंगम को मजदूरी बोर्ड की सिफारिशों के अनुसार, उन तारीखों से जिनसे वे सहायक बायलर परिचारक के रूप में कार्य कर रहे हैं स्थायी न करना उचित है ?

क्या सिंगारेनी कोलियरीज कम्पनी लिमिटेड का श्री पी० तिरुपतैह का, उसकी उच्चतर प्रवर्ग में की गई स्थानापन्न सेवा की अवधि को ध्यान में रखते हुए, 245—440 रु० के ग्रेड में बायलर परिचारक के रूप में पुष्टीकरण न करना न्यायोचित है ? यदि नहीं तो कर्मकार किस अनुतोष का हकदार है ?

[संख्या 7/14/70—एल० आर०-2]

करनैल सिंह, अवर सचिव ।

(Department of Labour and Employment)

ORDER

New Delhi, the 12th April 1971

S.O. 2264.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Madhuband Colliery of Messrs Oriental Coal Company Limited, Post Office Nudkharkee, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Madhuband Colliery of Messrs Oriental Coal Company Limited, Post Office Nudkharkee, District Dhanbad, in refusing employment to Sarvashri Kamal Mahato, Lino Mistry and Meghlal Mahato, Fireman, with effect from the 25th November, 1970 and the 23rd November, 1970 respectively is justified? If not, to what relief are the workmen entitled?"

[No. L/2012/30/71-L.R.II.]

U. MAHABALARAO, Dy. Secy.

(अथ श्री रोडगार विभाग)

आदेश

नई दिल्ली, 12 अप्रैल, 1971

का० आ० 2264.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मेसर्स ओरियण्टल कोल कम्पनी लिमिटेड, डाकघर नदखुर्की, जिला धनबाद की मधु-बन्द कोलियरी के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है :—

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम, की धारा 7-क के अन्तर्गत गठित केन्द्रीय सरकार औद्योगिक अधीकरण (संख्या 2) धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या मेसर्स ओरियण्टल कोल कम्पनी लिमिटेड, डाकघर नदखुर्की, जिला धनबाद की मधु-बन्द कोलियरी के प्रबन्धतंत्र की सर्वश्री कमल महतो, लाइन मिस्त्री और मेंधलाल महतो, फायरमैन को क्रमशः 25 नवम्बर, 1970 और 23 नवम्बर, 1970 से नियोजित करने से इन्कार करने की कार्यवाही न्योयोचित है? यदि नहीं तो कर्मकार किस अनुतोष के हकदार है।

[सं० एल/2012/30/71-एल० आर०-2]

यु० महाबलाराव, उप सचिव।

(Department of Labour and Employment)

New Delhi, the 15th April 1971

S.O. 2265.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Martin's Light Railways and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Martin's Light Railways, Calcutta in terminating the services of the entire Head Office Staff with effect from the 1st January, 1971 was justified. If not, to what relief are the workmen entitled?

[No. L. 41011/1/71/LRIIL.]

(अम और रोडगार विभाग)

नई दिल्ली 15 अप्रैल, 1971

का० आ० 2265.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में माटिन्स लाइट रेलवेज से संबंधित नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना बांछनीय समझती है ;

अतः, अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त विवाद उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

क्या माटिन्स लाइट रेलवेज, कलकत्ता के प्रबंधन की मुख्यालय के समस्त कर्मचारीवृन्द की सेवाओं को प्रथम जनवरी 1971 से समाप्त करने की कार्यवाही न्यायोचित थी। यदि नहीं तो कर्मकार किस अनुसूच के हकदार है ?

[म० फा० एन 41011/1/71-एन प्रार०]

S.O. 2266.—Whereas the applications under section 33C(2) of the Industrial Disputes Act, 1947 (14 of 1947) specified in the Schedule hereto annexed are pending before the Labour Court, Bombay constituted by the notification of the Government of India in the late Ministry of Labour and Employment No. S. O. 1698, dated the 22nd May, 1965;

And whereas a large number of applications are pending with the said Labour Court;

And whereas the Central Government desires that the said applications should be disposed of expeditiously;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), Central Government hereby withdraws the proceedings in relation to the said applications and transfers the same to the Labour Court, Jabalpur constituted by the notification of the Government of India in the late Ministry of Labour and employment No. S. O. 2748, dated the 6th September, 1966 and directs that the said Court shall proceed with each of the said proceedings from the stage at which it is transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Application No.	Parties to the dispute
1	2	3
1.	LCB-3 of 1969	Shri G. M. Mangalwedhekar Vs. The Sangli Bank Ltd., Bombay-1.
2.	LCB-4 of 1969	Shri V. V. Thakur Vs. The Sangli Bank Ltd., Bombay-1.
3.	LCB-5 of 1969	Shri V. P. Tanksale Vs. The Sangli Bank Ltd., Bombay-1.

1	2	3
4. LCB-6 of 1969	.	Shri M. R. Chitnis Vs. The Sangli Bank Ltd., Bombay-I.
5. LCB-7 of 1969	.	Shri T. V. Shah Vs. The Sangli Bank Ltd., Bombay-I.
6. LCB-8 of 1969	.	Shri M. S. Nerurkar Vs. The Sangli Bank Ltd., Bombay-I.
7. LCB-9 of 1969	.	Shri A. B. Mehendale Vs. The Sangli Bank Ltd., Bombay-I.
8. LCB-10 of 1969	.	Shri R. D. Khanvilakar Vs. The Sangli Bank Ltd., Bombay-I.
9. LCB-11 of 1969	.	Shri S. D. Desai Vs. The Sangli Bank Ltd., Bombay-I.
10. LCB-12 of 1969	.	Shri R. K. Sharma Vs. The Sangli Bank Ltd., Bombay-I.
11. LCB-13 of 1969	.	Shri S. V. Mehendale Vs. The Sangli Bank Ltd., Bombay-I.
12. LCB-14 of 1969	.	Shri S. R. Tilave Vs. The Sangli Bank Ltd., Bombay-I.
13. LCB-15 of 1969	.	Shri S. P. Pargankar Vs. The Sangli Bank Ltd., Bombay-I.
14. LCB-16 of 1969	.	Shri J. N. Gadgil Vs. The Sangli Bank Ltd., Bombay-I.
15. LCB-17 of 1969	.	Shri M. A. Bilgikar Vs. The Sangli Bank Ltd., Bombay-I.
16. LCB-18 of 1969	.	Shri V. D. Padhye Vs. The Sangli Bank Ltd., Bombay-I.
17. LCB-19 of 1969	.	Shri P. R. Dalvi Vs. The Sangli Bank Ltd., Bombay-I.
18. LCB-20 of 1969	.	Shri G. S. Chavan Vs. The Sangli Bank Ltd., Bombay-I.
19. LCB-21 of 1969	.	Shri O. R. Jhanvi Vs. The Sangli Bank Ltd., Bombay-I.
20. LCB-22 of 1969	.	Shri M. D. Sawant Vs. The Sangli Bank Ltd., Bombay-I.
21. LCB-23 of 1969	.	Shri D. S. Padshi Vs. The Sangli Bank Ltd., Bombay-I.
22. LCB-28 of 1969	.	Shri K. B. Shaikh Vs. The Sangli Bank Ltd., Bombay-I.

[No. L. 12025/9/71/LR/III (ii)]

S. S. SAHASRANAMAN, Under Secy.

का० आ० 2266.—यतः औद्योगिक विवाद अधिनियम, 1947 (का 14) की धारा 33-ग (2) के अधीन, इससे उपाबद्ध अनुसूची में विनिर्दिष्ट, आवेदन भारत सरकार से भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना सं० का० आ० 1698, तारीख 22 मई, 1965 द्वारा गठित श्रम न्यायालय, मुम्बई के समक्ष लम्बित हैं ;

और यतः उक्त श्रम न्यायालय के पास बड़ी संख्या में आवेदन लम्बित हैं ।

और यतः केन्द्रीय सरकार चाहती है कि उक्त आवेदनों को शीघ्रता से निपटाया जाना चाहिए ,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33 ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त आवेदनों से संबंधित कार्यवाहियों को वापस लेती है और उन्हें भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का० आ० 2748 तारीख 6 सितम्बर, 1966 द्वारा गठित श्रम न्यायालय, जबलपुर को अन्तरित करती है और निदेश देती है कि उक्त न्यायालय उक्त कार्यवाहियों में से प्रत्येक पर उस प्रक्रम से कार्यवाही करेगा जिसे पर वह उसे अन्तरित की गई है और उसे विधि के अनुसार निपटाएगा ।

अनुसूची

क्रम संख्या	आवेदन सं०	विवाद के पक्षकार
1	2	3
1.	1969 का एल सी बी-3	श्री जी० एम० मंगलवेधेकर बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
2.	1969 का एल सी बी-4	श्री बी० बी० ठाकुर बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
3.	1969 का एल सी बी-5	श्री बी० पी० टंकसाले बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
4.	1969 का एल सी बी-6	श्री एम० आर० चिन्तनिस बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
5.	1969 का एल सी बी-7	श्री टी० बी० शाह बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
6.	1969 का एल सी बी-8	श्री एम० एस० नेरुरकर बनाम दि सांगली बैंक लि०, मुम्बई-1
7.	1969 का एल सी बी-9	श्री आर० डा० खनवालकर बनाम दि सांगली बैंक लिमिटेड, मुम्बई -1
8.	1969 का एल सी बी-10	श्री ए० बी० महन्दल बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
9.	1969 का एल सी बी-11	श्री एस० डी० देसाई बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
10.	1969 का एल सी बी-12	श्री आर० के० शर्मा बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
11.	1969 का एल सी बी-13	श्री एम० बी० मेहन्दले बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
12.	1969 का एल सी बी-14	श्री एस० आर० त्रिजवे बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
13.	1969 का एल सी बी-15	श्री एस० पी० परगांकर बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
14.	1969 का एल सी बी-16	श्री जे० एन० गाडगिल बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
15.	1969 का एल सी बी-17	श्री एम० ए० बिलगीकर बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1

1	2	3
16.	1969 का एल सी बी-18	श्री बी० डी० पट्टे बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
17.	1969 का एल सी बी-19	श्री पी० आर० दालवी बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
18.	1969 का एल सी बी-20	श्री जी० एस० चवन बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
19.	1969 का एल सी बी-21	श्री ओ० आर० झांवी बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
20.	1969 का एल सी बी-22	श्री एम० डी० सावन्त बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
21.	1969 का एल सी बी-23	श्री डी० एस० पादशी बनाम दि सांगली बैंक लिमिटेड, मुम्बई-1
22.	1969 का एल सी बी-28	श्री के० बी० शेख बनाम दि सांगली बैंक लिमिटेड,

[सं० एल० 12025/9/71 एल आर-3()]

टी० के० रामचन्द्रन,

कृते एस०एस० सहस्रनामन, अवर सचिव ।

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 26th May 1971

S.O. 2267.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954), the Central Government hereby appoints Shri D. Krishna Ayyar, Joint Secretary in the Ministry of Labour and Rehabilitation (Department of Rehabilitation) as Chief Settlement Commissioner for purposes of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act with effect from the 24th May, 1971.

[No. 5(7)/Admn.II/71.]

(पुनर्वास विभाग)

(मुख्य बन्दोबस्त आयुक्त कार्यालय)

नई दिल्ली, 26 मई, 1971

एस० ओ० 2267.—विस्थापित व्यक्ति (दावा) अनुपूरक अधिनियम 1954 (1954 का 12) की धारा 3 की उपधारा (1) की प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री डी० कृष्णा अय्यर संयुक्त सचिव, श्रम तथा पुनर्वास मंत्रालय (पुनर्वास विभाग), को 24-5-1971 को मुख्य बन्दोबस्त आयुक्त, नियुक्त करती है ताकि वह मुख्य बन्दोबस्त आयुक्त के पद के लिए या उपरोक्त अधिनियम के अन्तर्गत निश्चित कार्य कर सके ।

[संख्या 5(7)/एडीएमएन II/71]

S.O. 2268.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Shri D. Krishna Ayyar, Joint Secretary in the Ministry of Labour and Rehabilitation (Department of Rehabilitation) as Custodian General of Evacuee Property for the purpose of performing the functions assigned to such Custodian General by or under the said Act with effect from the 24th May, 1971.

[No. 5(7)/Admn.II/71.]

एस० ओ० 2268.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम 1950 (1950 को 31) के भाग 5 की प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार श्री डी० कृष्णा अय्यर, संयुक्त सचिव, श्रम तथा पुनर्वास (पुनर्वास विभाग) मंत्रालय को 24-5-1971 से निष्क्रान्त सम्पत्ति महापरि-रक्षक नियुक्त करती है ताकि वे उन कार्यों को कर सकें जो कि महापरि-रक्षक के पद के लिए निर-धारित हैं तथा उपरोक्त अधिनियम के अन्तर्गत हैं।

[संख्या 5(7)/एडी एम एन II/71]

S.O. 2269.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri D. Krishna Ayyar, Joint Secretary in the Ministry of Labour and Rehabilitation (Department of Rehabilitation) as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act, with effect from the 24th May, 1971.

[No. 5(7)/Admn.II/71.]

JANKI NATH, Settlement Commissioner(C)
and Ex-officio Under Secy.

एस० ओ० 2269.—विस्थापित व्यक्ति (मुअविजा तथा पुनर्वास) अधिनियम 1954 (1954 के 44) की प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार श्री डी० कृष्णा अय्यर, संयुक्त सचिव, श्रम तथा पुनर्वास (पुनर्वास विभाग) मंत्रालय को 24-5-1971 को मुख्य बन्दोवस्त आयुक्त नियुक्त करती है ताकि वे उन कार्यों को कर सकें जो मुख्य बन्दोवस्त आयुक्त के पद के लिए व उपरोक्त अधिनियम के अन्तर्गत निरधारित हैं।

[(संख्या 5(7)/एडी एम एन II/71)]

जानकी नाथ,

बन्दोवस्त आयुक्त (सी) व पदेन अया सचिव।

(Department of Labour and Employment)

New Delhi, the 22nd May, 1971

S.O. 2270.—Whereas an industrial dispute exists between the employers in relation to the management of Modhujore Colliery of Messrs. Modhujore Coal Company (Private) Limited, Post Office Kajoragram, District Burdwan and their workmen represented by the Colliery Mazdoor Union (INTUC), Post Office Asansol, District Burdwan;

And whereas the said employers and their workmen have by a written agreement in pursuance of the provisions of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration by the person specified therein and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

Agreement

Under Section 10A of the Industrial Disputes Act, 1947

BETWEEN

Name of the parties:

Representing the employers

1. Shri R. C. Patel, Resident Director, M s. Modhujore Coal Co. (P) Ltd., P. O. Kajoragram, Distt. Burdwan.
2. Shri H. B. Mehta, Agent, Modhujore Colliery P. O. Kajoragram, Dist. Burdwan.

Representing the workmen

1. Shri Phani Roy, Vice-President, Colliery Mazdoor Union (INTUC), G.T. Road, P. O. Asansol, Dist. Burdwan.
2. Shri Provat Goswami, Jt. Secretary, Colliery Mazdoor Union (INTUC), G. T. Road, P. O. Asansol, Dist Burdwan.

It is agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Venkatachalam, Chief Labour Commissioner (C), New Delhi.

(i) Specific matters in dispute :

"Whether the management of Modhujore Colliery of M s. Modhujore Coal Co. (P) Ltd P. O. Kajoragram, Dist. Burdwan was justified in dismissing from service the workmen named below with effect from 10-4-1971 ? If not to what relief are the workmen concerned entitled ?

Sl.	Name of the workman	Designation
1.	Shri Ramnath Singh	Loader
2.	Shri Md. Saddique Mia	Loader
3.	Shri Shankar Harijan	Loader
4.	Shri Balli Harijan	Loader
5.	Shri Shew Nath Kanu	Loader
6.	Shri Ramchandra Rajbhar	Surfae Trammer
7.	Shri Tuffani Harijan	Onsetter
8.	Shri Sk. Hadish	Timber Mistry
9.	Shri Provokar Roy	Mining Sirdar
10.	Shri Chabbi Yadav	Machine Mazdoor
11.	Shri Ugrasen Singh	U. G. Trammer

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved Modhujore Colliery of M s. Modhujore Coal Co. (P) Ltd., P. O. Kajoragram Dist. Burdwan.

(iii) Name of the Union, if any, representing the workmen in question. Colliery Mazdoor Union (INTUC), G. T. Road, P. O. Asansol, Dist. Burdwan.

(iv) Total No. of workmen employed in the undertaking affected. 1050

(v) Estimated number of workmen affected or likely to be affected by the dispute. Eleven

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of one hundred eighty days or within such further time as is entered by mutual agreement between us in writing. In case the award is not made within the period aforementioned the reference to Arbitrator shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties:

Sd/- R. C. PATEL, Resident Director,
22/4/71

Sd/- H. B. MEHTA, Agent,
22 4/71

Representing the Employers.

Witness:

1. Sd -
22 4 71

2. Sd -
22 4 71

Sd/- PHANI ROY,
Vice-President 22 4/71

Sd - PROVAT GOSWAMI,
Jt. Secretary

Representing the workmen.

Dated the 22nd April. 1971

[No. F. L-1913(8)/71-LRII.]

R. KUNJITHAPADAM, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली, 22 मई, 1971

का०आ० 2279.—यतः मैसर्स मोधुजोरे कोल कं० (प्राइवेट) लि०, की मोधुजोरे कोलियरी, डाकघर काजोराग्राम, जिला बर्दवान के प्रबन्धतंत्र से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व कोलियरी, मजदूर यूनियन (इन्टक), डाकघर आसनसोल, जिला बर्दवान करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और उनके कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थ के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थ करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की धारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थ करार को, एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों के नाम:

नियोजकों का प्रतिनिधित्व करने वाले

- 1 श्री आर० सी० पटेल रेजिडेंट डायरेक्टर, मैसर्स मोधुजोरे कोल कं० (पी०) लि०, डाकघर काजोराग्राम जिला बर्दवान
- 2 श्री एच० वी० मेहता, एजेंट, मोधुजोरे कोलियरी, डाकघर काजोराग्राम, जिला बर्दवान।

कर्मकारों का प्रतिनिधित्व करने वाले :

- 1 श्री फानी राय, उपाध्यक्ष, कोलियरी मजदूर यूनियन (इन्टक), जी० टी० रोड, डाकघर आसनसोल, जिला बर्दवान।
- 2 श्री प्रोक्त गोस्वामी, संयुक्त सचिव, कोलियरी मजदूर यूनियन (इन्टक), जी० टी० रोड, डाकघर आसनसोल, जिला बर्दवान।

पक्षकारों के बीच नन्तलिखित औद्योगिक विवाद को श्री ओ० वेंकटाचलम, मुख्य श्रमायुक्त (केन्द्रीय), नई दिल्ली को माध्यस्थ के लिए निर्देशित करने का करार किया गया है :—

1 निर्निर्दिष्ट विवाद प्रस्त विषय :

क्या मैसर्स मोधुजोरे कोल कं० (पी०) लि० की मोधुजोरे कोलियरी डाकघर काजोराग्राम, जिला बर्दवान का नीचे लिखे कर्मकारों को 10-4-1971 से सेवा से पदच्युत करना न्यायोचित था? यदि नहीं तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?

क्रमांक	कर्मकार का नाम	पदनाम
1.	श्री रामनाथ सिंह	लोडर
2.	श्री मोहम्मद सादिक मिया	लोडर
3.	श्री संकर हरिजन	लोडर
4.	श्री बल्ली हरिजन	लोडर
5.	श्री शिशु नाथ कानू	लोडर
6.	श्री रामचन्द्र राजमर	मर्फ़स टैमर
7.	श्री तुफ़फ़ानी हरिजन	आनसैटर
8.	श्री शेख हद्दिश	टिम्बर मिस्त्री
9.	प्रोबोकर राय	माइनिंग सिरदार
10.	श्री चबब्री य दव	मशीन मजदूर
11.	श्री उग्रसेन सिंह	यू० जी० ट्रैमर

- | | |
|--|--|
| <p>2 विवाद के पक्षकारों का विवरण, जिसमें अंतर्बलित स्थापन या उपक्रम का नाम और पता भी सम्मिलित है।</p> <p>3 यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम।</p> <p>4 प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या</p> <p>5 विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या</p> | <p>1 मैसर्स मोधुजोरे कोल कं० (पी०) लि० की मोधुजोरे कोलियरी, डाकघर काजोरा ग्राम, जिला बर्दवान।</p> <p>कोलियरी मजदूर यूनियन (इन्टक), जी० टी० रोड, डाकघर आसनसोल, जिला बर्दवान।</p> <p>1050</p> <p>ग्यारह।</p> |
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हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर आबद्ध कर होगा।

मध्यस्थ अपना पंचाट एक सौ अस्सी दिनों की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थ के लिए निदेश स्वतः रद्द हो जाएगा और हम नए माध्यस्थ के लिए बात चीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

ह०/- आर० सी० पटेल, रेजिडेंट डायरेक्टर
22/4/71

ह०/-फ़ानी राय, उपाध्यक्ष 22/4/71
ह०/-प्रोबोत गोस्वामी, संयुक्त सचिव।

ह०/-च० बी० मेहता, एजेन्ट, 22/4/71

योजकों का प्रतिनिधित्व करने वाले
साक्षी

कर्मकारों का प्रतिनिधित्व करने वाले

1. ह०/- 22/4/71

2. ह०/- 22/4/71

तारीख: 22 अप्रैल, 1971

[संख्या 1913/8/71-एल० आर०-2.]

आर० कुंजीबापदम, अवर सचिव।



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
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सं० 24]
No. 24]

नई दिल्ली, शनिवार, जून 12, 1971/व्येष्ठ 22, 1893
NEW DELHI, SATURDAY, JUNE 12, 1971/JYAISTHA 22, 1893

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर)

केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएँ

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION (Department of Labour and Employment)

New Delhi, the 1st June 1971

S.O. 2296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the matter of applications under Section 33A of the Industrial Disputes Act, 1947 filed by S/Shri C. V. Kumaran, and P. N. Gazdar and Kumari S. S. Pandit, Punch Operators in the New India Assurance Company Ltd., Bombay, which was received by the Central Government on the 25th May, 1971.

BEFORE SHRI N. L. ABHYANKAR, NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

Complaint (NT) No.	In Ref: (NT) No.	Complainant	Respondent
1 of 1970	1 of 1970	Shri C. V. Kumaran	The New India Assurance Co. Ltd., Bombay.
2 of 1970	Do.	Kumari S. S. Pandit	Do.
3 of 1970	Do.	Shri P. N. Gazdar	Do.

In the matter of complaints under Sec. 33A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri H. K. Sowani, Advocate, for the complainants.
Shri Ramaswamy, Advocate, for the respondents.

(3275)

AWARD

These three complaints have been filed by three employees of the New India Assurance Co. Ltd., Bombay, who were working as probationer punch operators. The 3 complainants raised identical issues and therefore with the consent of parties it was directed that the evidence, oral and documentary, will be treated as common in all the complaints. The 3 complainants are (1) Shri C V. Kumaran, (2) Kumari S. S. Pandit and (3) Shri P. N. Gazdar. Each of them was originally appointed as a temporary punch operator. Shri Kumaran and Kumari Pandit received a letter on 8th August 1969 informing each of them that they were appointed as punch operators on probation on a basic salary of Rs. 170 per month in the grade of Rs. 170-8-210-10-310-EB-15-385-20-465 plus dearness allowance as per the rules of the company. This appointment was to be effective from 12th August, 1969. Each was issued a letter of appointment as a probationer punch operator. The third complainant was similarly appointed as a probationer punch operator by a letter dated 19th September 1969 and his appointment as probationer was to be effective from 23rd September 1969. Each of them was informed that the period of probation would be 6 months which might be extended for a further period of two months. The complainants Shri Kumaran and Kumari Pandit have further alleged that on 3rd March 1970 Shri V. D. Ghelani, the Assistant Manager (Personnel) of the respondent company called each of them personally and told them that they were being confirmed in the service and orders to that effect were being issued.

2. However all the 3 complainants received a letter dated 31st March 1970 informing each of them that the company had decided not to confirm them and that their services were terminated with effect from 1st April 1970. A copy of the letter received by Shri Kumaran has been filed and is to the following effect:

"Please refer to our letter of 8th August, 1969 appointing you as a punch operator on probation and on the terms and conditions mentioned therein.

Please note that the management has decided not to confirm you in the company's services and that your services stand terminated with effect from 1st April 1970.

Although during the probationary period your services are liable to termination without notice, you will be paid fourteen days' salary in lieu thereof. You may collect your dues from the Central Salary Section".

3. The complainants have styled this abrupt termination of their services as *mala fide* intended as a punitive measure amounting to victimisation. Each of the complainants has alleged that the record of his work was extremely good amongst the punch operators, that they were doing on an average an out-put of 600 cards a day which was much above the normal average in the department, that their work was neat, clean and correct, that if this had weighed with the management they would normally have confirmed them in service.

4. In the next paragraph the complainants have given their reasons why the termination was abrupt and not *bona fide*. According to the complainants, they were asked by the management to work over-time. The complainants could not offer to work overtime because the trade union of the employees of the company had decided to boycott such work and the active leaders of the union requested them not to work over-time though the complainants were not members of the trade union, the complainants did not offer themselves for over-time work and that according to the complainants was the reason for termination of their services. It is alleged that though the action amounts to simple termination of the contract of service in fact it is a punitive order and it is a punishment for not offering to work over-time in obedience of the directive of the trade union leaders.

5. The complainants case is that the Charter of Demands submitted by the employees of the company was referred to this Tribunal on 24th March 1970 and the respondent company was bound to make an application to the Tribunal under Sec. 33(2)(b) of the Industrial Disputes Act seeking approval of the action of the company against them, that the company having failed to make an application and having failed to give one month's wages to which the complainants become entitled, the termination is in contravention of the provisions of Section 33(2)(b) of the Act. The complainants therefore ask this Tribunal to adjudicate upon the above complaints, hold that the termination of their service is *mala fide* amounting to victimisation therefore illegal and direct the company to reinstate them in service with full back wages.

6. The respondent company filed its written statement on 29th April 1970. In paragraph 1 of the written statement the company has raised a preliminary objection that the complaints are not maintainable under Sec. 33A of the Industrial Disputes Act. The company's contention is that each of the complainants was appointed as a probationer in the employment of the company and was not confirmed and as such, termination of the services of a probationer according to the terms of employment do not amount to alteration of the conditions of service so as to attract the provisions of Section 33A of the Act. The other limb of the same contention is that since the complainants have not been discharged or punished by way of dismissal or otherwise for any misconduct the provisions of Section 33(2)(b) are also not applicable. The respondents have therefore denied that the company has contravened the provisions of Sec. 33 of the Industrial Disputes Act or that the complaints under Sec. 33A of the Act are maintainable. The company disputes the jurisdiction of this Tribunal to adjudicate upon the complaints and claims that they are liable to be dismissed.

7. On the merits the company's contention is that it is correct to say that the complainants were appointed on a temporary basis in the first instance, and that during the period their services were terminated off and on when there was no work. It is admitted that two of the complainants were given a letter on 8th August 1969 that they were appointed as punch operators on probation on a basic salary of Rs. 170 per month plus dearness allowance as per the rules of the company with effect from 12th August, 1969. It is also admitted that the period of probation was fixed as six months which was liable to further extension of two months. The company also admits that no order of confirmation was issued by the company. The company however denies that on 3rd March, 1970 Shri V. D. Ghellani, Assistant Manager (Personnel) of the company called Shri Kumaran or Kumari Pandit and told them that they were being confirmed. According to the respondents it is the practice of the company to interview the probationers before their cases are taken up for confirmation and as a result of this practice the complainants Shri Kumaran and Kumari Pandit were interviewed by the Assistant Manager of the company to find out their suitability or otherwise for being confirmed in the services of the company. The complainants were therefore interviewed by the Assistant Manager (Personnel) on 3rd March, 1970. As a result of this interview according to the company the complainants were not found suitable for being confirmed in the employment of the company and as such they were informed accordingly in due course that their services as probationers stood terminated with effect from 1st April 1970.

8. According to the company as the complainants were on probation, no reason for termination of their services was required to be given by the company. It is further submitted that since the company did not find the complainants suitable for confirmation their services came to an end. The company has denied that the services of the complainants were terminated by way of a punitive measure or by way of victimisation. According to the company the termination was as per the terms and conditions of employment applicable to the probationers.

9. The allegations about over-time work have been denied by the company and the company has stated that the complainants did not do any over-time work during the probationary period.

10. The company's case is that there was no question of making an application under Section 33(2) (b) of the Industrial Disputes Act because the services were terminated as per the contract of employment and the complainants were not discharged on account of any misconduct or as a punitive measure and therefore the question of making an application for approval did not arise. It is further claimed that the termination of service of a probationer did not attract the provisions of Section 33 of the Industrial Disputes Act and on that account also the company was not required to seek the approval under Section 33(2)(b) of the Industrial Disputes Act. As the complainants were not entitled to the protection of Section 33(2)(b) of the Act the complainants were not entitled to payment of one month's wages at the time of termination of their service as probationers. The company also claims that though the services of the complainants were liable to be terminated without notice, still the company paid 14 days' salary in lieu of notice to the complainants. The company has denied that it has violated the provisions of Sec. 33A of the Industrial Disputes Act. The company denies that the complainants are entitled to reinstatement with back wages as alleged. The complaints have been styled by the respondents as mis-conceived, vexatious and frivolous and therefore liable to be dismissed with costs.

10. Along with the written statement by way of specimen the company has filed a copy of the terms and conditions. The complainant Shri Kumaran was

appointed as a punch operator by the letter of 8th August 1969, that is Annexure 'A' to the written statement of the company in Complaint (NT) No. 1 of 1970.

11. On 8th June 1970 the Advocate for the complainants filed an application requesting this Tribunal to direct the company to produce the following documents:

- (1) The daily output record file maintained in the Mechanisation Department of the company for the period January 1969 to April 1970 in respect of all the punch operators, including probationers and temporary employees working in the said department during the said period;
- (2) The cards punched by three complainants during the entire probationary period of each of them;
- (3) Confirmation reports made by Mr. S. V. Potnis, Incharge of the Mechanisation Dept., to the Personnel Dept. of the company under the covering letter dated 18th February 1970 in respect of Miss S. S. Pandit and Mr. C. V. Kumaran;
- (4) Extracts of the notes of the departmental enquiries held by Mr. P. R. Rao into the charges levelled against M/s. R. T. Kunder and 7 other punch operators in the Mechanisation Dept. recorded on 2nd June 1970.

12. The respondents filed a reply to this application on 19th June objecting to the production of these documents. This objection was over-ruled as it was the care of the company that the termination of the complainant's services was not by way of discharge or dismissal for misconduct and therefore the complaints were not tenable. Though originally by this reply the company resisted the application for production of the documents the company filed a further statement on 27th July 1970 with respect to the complainant's application dated 18th June 1970 regarding the production of documents. In this further reply the company purports to make its submissions about each category of documents asked to be produced by the application dated 18th June 1970. According to the company, they did not have a daily output record file from January 1969 to April 1970 though it had daily output record file for 20 days of May 1969 and from December 1969 to March 1970. The company therefore produced separately a statement of the average cards punched by the complainants from August 1969 as well as by some of the permanent punch operators from May 1969 to March 1970 except for the month of June 1969 as it was not available. As regards the cards punched by several punch operators the company expressed its inability to find out from hundreds of cards punched by different punch operators which cards were punched by whom and in this respect the company stated that the information regarding actual cards punched by each of the complainants cannot be supplied. As regards the confidential report submitted by Shri S. V. Potnis to the Dy. Manager to the Personnel Dept., the company claimed that it was a confidential communication to them and was a confidential document, that it was not a final confirmation report and therefore the company at that stage declined to produce this report. As regards the enquiry held by Shri P. R. Rao, the company stated that the enquiry was still in progress and the production of the documents of the enquiry at that stage would not be in the interest of the enquiry being conducted and thus they declined to produce these documents also. But the company along with this reply did produce (1) a statement regarding the daily average output of cards punched by the 3 complainants during the months of September 1969 to March 1970, (2) a statement showing the cards punched by the complainants in the month of March 1970 together with the average of the same punched by them per day, (3) a statement showing the details of cards punched by permanent punch operators of the company during the period 2nd May, 1969 to 20th May, 1969 together with the average per day, (4) a statement showing average cards punched per month by some permanent punch operators working in the company and (5) a statement showing cards punched per day by some permanent employees of the company between 2nd May, to 20th May, 1969.

13. At a later stage the company filed a copy of the letter dated 18th February, 1970 purporting to be from the Mechanisation Department to the Personnel Department accompanying the confirmation reports in respect of the 3 complainants. This document is marked Exhibit C/3.

14. Even though the company did not file some of the documents asked for namely the report regarding confirmation at the earlier stage the company did file such reports of confirmation regarding Miss V. K. Dalal, Mr. S. R. Misra, Mr. S. S. Sawant, Mrs. L. D. Sohoni and ultimately also in the case of the complainants namely Miss S. S. Pandit, Mr. C. V. Kumaran and Mr. P. N. Gazdar.

15. The company on its own has filed a statement showing the daily output of the 3 complainants for the months of October, November and December, 1969; the monthly average output of 8 permanent punch operator for the months of May to December 1969; the comparative statement showing the monthly average output of the complainants during the probationary period with that of 3 permanent punch operators confirmed last in the department before and after their confirmation; a comparative statement showing the daily average output of probationer punch operators, permanent punch operators, 3 permanent punch operators confirmed last in the Department and temporary punch operators for the months of September, October, November and December 1969; a statement showing the daily and monthly average output of 3 permanent punch operators while they were on probation from March, 1969 to August, 1969. They have also filed the daily report in respect of 6 punch operators work.

16. In support of their complaints the complainants examined 3 witnesses (1) Mrs. Harsha Desai, (2) Miss. Pandit one of the complainants and (3) one Mrs. Pushpa Mansukhani. The respondents on their part have examined Shri V. D. Ghellani, the Assistant Manager (Personnel) in charge of the Personnel Dept.

17. As the company raised an objection to the maintainability of these complaints and the jurisdiction of this Tribunal it is necessary to consider that contention so far as it can be spelt out from the submissions in the written statement and the arguments at the bar. Section 33 of the Industrial Disputes Act reads as follows :—

"33. (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders, applicable to a workman concerned in such dispute, or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman,

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, the workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for a approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or

(b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a 'protected workman' in relation to an establishment, means a workman who, being an officer of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent, of the total number of workmen employed therein subject to a

minimum number of five workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rule providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.

- (5) Where an employer makes an application to a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned, shall, without delay, hear such application and pass, as expeditiously as possible, such order in relation thereto as it deems fit."

10. The company seeks to support its preliminary objection to the tenability of the complaint mainly on the ground that each of the complainants was a probationer and the termination of service or his employment as a probationer was bound by the terms of his appointment. According to the company the period of probation was fixed as 6 months and the appointment was terminable at any time without any notice being given during the probationary period. As regards the period of probation it is stated in the terms of employment Annexure 'A' to the written statement that though the initial period of probation was 6 months it was liable to be extended for a further period of 2 months in all a total period of 8 months from the date of joining as a probationer. In para 7(a) of the letter of appointment it is stated that the probationer will be confirmed in service at the end of the period of probation. Para 7(b) states that the confirmation in the services of the company is not automatic. Unless, on completion of the initial probationary period of 6 months a letter is issued by the company, confirming the probationer in the services of the company, the probationary period shall stand automatically extended to the maximum period of 8 months. Thereafter unless, on completion of the probationary period, a letter is issued by the company the services shall stand automatically terminated. It is an admitted position that when the notice terminating the services was given on 31st March 1970 the extended period of probation had not come to an end. It is therefore claimed that the right of termination of employment of a probationer being absolute as provided in the terms of employment, the termination of the probationer's services do not give rise to any claim under Section 33 of the Industrial Disputes Act. The company contention therefore is that none of the complainants is a workman concerned in the dispute which has been referred for adjudication to the National Tribunal. It is also claimed by the company that none of the complainants can claim to be a workman who can be said to be a "workman concerned in the dispute" and whose services have been terminated for any misconduct connected with the dispute. Whether or not the services have been dispensed with by way of punishment and the order of termination amounts to dismissal or discharge for misconduct is a question which will be required to be separately dealt with after noting the allegation in that respect at a later stage. But the question whether any of the probationers be said to be a workman concerned or connected with the dispute is raised by the company on the basis that a probationer is not a workman within the meaning of Sec. 33(1) or Sec. 33(2) of the Industrial Disputes Act as the terms and conditions of employment of such probationer is covered by their own contract of employment, in this case the contract of employment of the probationer, Shri Ramaswamy in support of this aspect of the preliminary objection pointed out that the workmen had submitted a charter of demands and so far as the demand regarding probationers was concerned the demand included in Demand No. 1 cl. (c) (iii) states that the training period if any in respect of probation shall be included in the probationary period and under clause (c)(ii) that new employees shall be recruited on a probationary period of 3 months and if necessary the probationary period may be extended for a period not exceeding another 3 months. Thus according to Shri Ramaswamy except the demand for including the training period in the period of probation and there being a ceiling to the total period of probation there is no other demand regarding probationers; and so far as the case of the complainants is concerned, in their case, the probationary period of 6 months had already expired and they were in the period of probation for the extended period of 2 months as provided in the terms of employment. In other words the contention seems to be that persons like the complainants who had already put in more than 6 months period of probation and who were undergoing further period of probation according to their contract of employment would not be covered by this demand because in their case the demand even if accepted would not affect them. Reference was also made to the statement of claim filed by the workmen in the main reference and in particular to paragraph 269 thereof in which the workmen want that the probationary period should be reduced to a total maximum period of six months including the training period.

19. In my opinion the demand regarding period of probation is not the only demand which is relevant for consideration in determining whether the complainants can be said to be workmen concerned in the dispute. Besides the demand for reduction in the total period of probation demand No. 1 also asks for revision of pay scales and revision of dearness allowance. Thus the mere fact that in the case of the 3 complainants the initial period of 6 months probation had been extended by the terms of employment to a further period of two months would not take them out of the category of workmen concerned in the dispute. It will thus be seen that amongst other demands raised is the demand regarding overtime payment. It is the case of the complainants that a dispute had arisen over overtime work and in obedience to the directive of the Union these probationers had refused to do overtime work. The dispute regarding overtime work appears to centre round the rate of wages at which over-time work is to be compensated. Whereas according to the prevailing practice a workman called for over-time work was being paid at the same rate as normal work for the first 36 hours of over-time the demand of the workmen is that they should be paid at twice that rate. Now it can hardly be disputed that probationers who are also eligible to be called for over-time work are equally concerned with the demand regarding the rate of wages to be paid for over-time work. When this was pointed out to the learned counsel appearing for the company there was no adequate explanation as to why in this context even the probationers could not claim to be workmen concerned in the dispute. In fact the workmen could claim—if they are able to establish the fact that their probationary period has been abruptly terminated because of a misconduct connected with the dispute namely the dispute regarding the payment about over-time work and assuming that the workmen are able to establish that their discharge amounts to punishment for misconduct, the misconduct being refusal to do over-time work—that the mere fact that the refusal was by probationers will not take their case out of the general category of “workmen concerned with the dispute”. In fact the definition of a workman given in Sec. 2(s) of the Act shows that ‘workman’ means any person ‘including an apprentice’ employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward. If an apprentice is included in the definition of workman there is no reason why a substantively employed probationer who may be confirmed does not come within the definition of a workman or is not included in the category of “workman concerned”. Therefore so far as the status of a workman affected by the dispute is concerned I find that each of the complainant is a workman concerned in this dispute.

20. The learned counsel appearing for the complainants has referred to certain decisions in meeting the preliminary objection raised on behalf of the company that the complaints of the probationers are not tenable because the probationers are not workmen concerned in the reference. *New India Motors Pvt. Ltd., and Morris K. T., 1960 I.L.L.J.p. 551*, was a decision arising out a dispute regarding the termination of the services of some apprentices raised by the workmen through a union. It is observed that the main object underlying Sec. 33 would be inconsistent with such narrow construction. Even as a matter of construction pure and simple there is no justification for assuming that the workmen concerned in such dispute must be workmen directly or immediately concerned in such disputes. There is no justification for adding the further qualification of direct or immediate concerned which the narrow construction necessarily assumes. The Court observed that:

“The expression ‘workman concerned in such dispute’ could not be limited only to such of the workmen who are directly concerned in the dispute in question but would include all workmen on whose behalf the dispute has been raised as well as those who would be bound by the award which may be made in the said dispute”.

21. In the instant case not only a specific demand has been raised as to the period of probation being reduced but there is also a demand as to wages to be paid for over-time work.

22. Though the provisions of Sec. 33(2)(b) may not cover the case of what is called “discharge simplicitor” when the discharge or termination of the probationer's services is punitive the protection given in that section would normally be attracted *vide* 1964 I.L.L.J. p. 624, *National Machinery Manufacturers Ltd. and P. D. Vyas*, which is a decision of the Division Bench of the High Court at Bombay. As observed in *Jagdish Mitter's case* (1964 I.L.L.J. p. 418), even temporary servants or probationers are generally discharged because they are not found to be competent or suitable for the post they hold. In other words, if a temporary servant or a probationer is found to be satisfactory in his work, efficient, and otherwise eligible, it is unlikely that his services would be terminated, and so, before discharging a temporary servant, the authority may have to examine the question

about the suitability of the said servant to be continued and acting *bona fide* in that behalf, the authority may also give a chance to the servant to explain, if any complaints are made against him, or his competence or suitability is disputed on some grounds arising from the discharge of his work. That even a probationer is entitled to protection against arbitrary or *mala fide* termination of his probation is well settled. In *Utkal Machinery Ltd. and Santi Patnaik*, 1966 I.L.L.J.p.398, the Supreme Court observed that even in the case of a probationer the management might have the contractual right to terminate the services of the probationer during the probationary period without notice and without assigning any reason, but when the validity of such termination is challenged in an industrial adjudication, it would be competent to the industrial tribunal to enquire whether the order of termination has been effected in the *bona fide* exercise of its power conferred by the contract. If the discharge of the employee has been ordered by the management in *bona fide* exercise of its power, the industrial tribunal will not interfere with it, but it is open to the industrial tribunal to consider whether the order of termination is *mala fide* or whether it amounts to victimisation of the employee or an unfair labour practice or is so capricious or unreasonable as would lead to the inference that it has been passed for ulterior motive and not in *bona fide* exercise of the power arising out of the contract.

23. As I have come to the conclusion that even a probationer is entitled to the protection of Section 33 and he cannot be denied this protection merely because he has been appointed as a probationer under the contract of employment, it is necessary to decide the substantial contention of the complainants i.e. whether the termination of their probation and discharge from service is punitive and *mala fide*, is established in this case.

24. The complainant's case is that they and other punch operators who were also probationers were asked by the management to do over-time work, that the complainants could not offer themselves for over-time work because the trade union of the employees of the company had earlier decided to boycott such over-time work and the active leaders of the union requested the probationers not to do over-time work. For this reason the complainants did not offer for over-time work and that is the reason why their services have been terminated.

25. In reply to this averment in paragraph 4 of their written statement the company has merely denied the contention as not correct. During the course of arguments Shri Ramaswamy appearing for the respondent company did not dispute that the probationers were called for over-time work on Saturday in the second week of March, 1970.

26. Mrs. Desai who has been examined for the complainants was an employee with the New India Assurance Company in the machine department as a staff assistant in the punching section. The three complainants were punch operators working under her. She has stated that Saturday is a non-working day for punch operators but on Friday the 13th March, she had instructed each of the 3 complainants to come for over-time work on the following day that is Saturday but she found all of them reluctant to work over-time. They explained that they were reluctant to work over-time on Saturdays because of the agitation of the union against workmen working over-time. Mrs. Desai states that she was instructed to convey to the punch operators who refused to come for over-time work that disciplinary action would be taken against them. It is an admitted position that the complainants did not come for over-time work on 14th March 1970. When Mrs. Desai attended office on Monday 16th March 1970 she enquired from these 3 complainants whether any of them had come for over-time work on Saturday. All of them said that they had not come. Mrs. Desai then states that she reported about their absence on Saturday to the Departmental Head Mr. Potnis. She has also stated that out of the 5 probationer punch operators, only one had come for over-time work and added that the punch operator who had reported for over-time work was not discharged when the complainants were discharged. Thus there is no doubt that the complainants have satisfactorily proved—and this fact does not now seem to be seriously disputed—that the complainants who were probationer punch operators were along with others asked to come for over-time work on Saturday the 14th March 1970, that they had declined to come for work in spite of the warning given through Mrs. Desai that disciplinary action would be taken against them if they failed to come for over-time work. It is also established that the complainants who were probationer punch operators did not come for over-time work because of the agitation by the Union of the workmen against working over-time.

27. The defence of the respondents is that the three probationers were discharged from service because their work was found unsatisfactory. The respondent therefore denies that the discharge of the complainants was on account of their failure to do over-time work in obedience to the call given by the union of the employees. The complainants have admitted that they are not members of the Union of the employees but they seem to have felt that they did not want to go against the directive of the union in this respect.

28. It is alleged by the complainants Miss Pandit and Mr. Kumaran that they were interviewed by the Assistant Manager Personnel on the 3rd March 1970 and they were actually told that they were being confirmed in service and orders to that effect would soon be issued. It does not appear that the third complainant Shri Gazdar was interviewed by Shri Ghellani the Assistant Manager Personnel at any time. Shri Ghellani has stated that Shri Gazdar was interviewed not by himself but by another gentleman who was the Assistant General Manager in charge, that is, one Mr. Daruwalla.

29. At the instance of the complainants the respondents have been required to produce statistical information to show the average number of cards punched by the permanent punch operators, the 3 complainants who were probationer punch operators, and 3 other punch operators who were also on probation but confirmed immediately prior to the appointment of the complainants as probationers. The respondents have also filed some other statistical data to show the average performance of other punch operators on the permanent cadre of the respondent company. Though the respondent at first declined to produce the reports in respect of the 3 complainants received from Shri S. V. Potnis, the Departmental Head whose duty it appears is to assess the performance of the probationer punch operators, the respondents ultimately filed the original reports for confirmation sent by Shri Potnis. Exhibit P, Exhibit Q and Exhibit R are the 3 reports in respect of the three complainants Miss Pandit, Mr. Kumaran and Mr. Gazdar respectively.

30. The complainants also got produced report for confirmation in respect of two probationers Mrs. Sowami and Miss Dalal who were the last probationers confirmed when the 3 complainants were appointed as probationers in August 1969. It appears from the report regarding confirmation sent earlier in respect of Miss Dalal and Mrs. Sowami in June 1969 that their performance was not considered satisfactory to merit confirmation and therefore the time for confirmation was extended and on the basis of the subsequent report these two probationers were confirmed from August 1969.

31. The learned counsel for the complainants has pointed out by reference to the report for confirmation in respect of the three complainants that the tests prescribed for assessment of performance namely the quantity and quality of output, accuracy and neatness, initiative, ability to learn and reliability has been satisfactorily passed by all the three complainants. In the case of Miss Pandit her quality of output was good, her initiative was good and ability to learn was also reported to be good. Her quantity of output, her accuracy, neatness and reliability were also reported to be fair. In the case of Shri Kumaran his quality of output, accuracy and neatness were reported to be good while the quantity of output, initiative, ability to learn and reliability were reported as fair. In the case of Shri Gazdar also the report of Shri Potnis shows that his initiative and ability to learn were good and the quantity and quality of output, accuracy and neatness and reliability were fair. It may be mentioned that in the case of all the 3 complainants Shri Potnis who held the superior post of Deputy Manager in the Company as compared to the post of Assistant General Manager Personnel held by Shri Ghellani, and being the immediate head empowered to assess the performance and to recommend as regards confirmation has recommended that all the 3 complainants should be confirmed according to the company's rules. The learned counsel has also pointed out that the two probationers Miss Dalal and Mrs. Sowami who were confirmed on the basis of the report of confirmation by Mr. Potnis and which reports have been produced along with Exhibit E/7 showed that their performance was not in any way better than that of the 3 complainants and was in fact somewhat inferior. In this connection a reference was invited to some comparative statements about the average number of cards punched by the 3 complainants for the months of October, November and December as per Exhibit C/4 and the performance of the permanent punch operators during the same period as per Exhibit C/6. Reference was also made to the comparative statements showing the daily average output of these probationer punch operators, permanent punch operators and the 3 punch operators confirmed last for the months of September, October, November and December 1969 as per Exhibit C/8.

These comparative statements show that the performance of the 3 complainants as probationer punch operators was distinctly superior and progressively better as they gained experience of work. As a norm for comparison the complainants got produced daily performance of the 3 punch operators confirmed immediately prior to the complainants from March to August 1969 as per Exhibit C/9 which showed that their performance was considerably poorer if compared to that of the complainants.

32. On behalf of the respondents it is contended mainly that the authority entrusted with the duty and the power of confirming the probationers having come to the conclusion that their work was unsatisfactory he was acting within his power in declining to confirm the probationers and even if a mistake has been committed in arriving at this conclusion, it is only a case of mistaken judgment and not a case of *mala fide* exercise of the power of confirmation or of termination of service.

33. This contention urged on behalf of the respondents would have greater weight if the respondents *ad id* primary evidence of the person who actually took the decision not to confirm the 3 probationers. For reasons best known to them the respondents have not chosen to place before the Tribunal the best evidence in this behalf, namely, the testimony of the person who took the decision not to confirm the 3 complainants. Instead, the respondents have relied on the testimony of Shri Ghellani, the Assistant Manager Personnel, as the solitary support for their defence. Now the position of Shri Ghellani in this context is some what peculiar. Shri Ghellani stated that there were no rules governing the confirmation of probationers and though Mr. Potnis had uniformly stated in his report for confirmation that everyone of the complainants may be confirmed in terms of the company's rules; it would appear strange that Mr. Potnis who holds a superior rank in the organisation should refer to rules if there are no rules which govern the confirmation of probationers. But the unequivocal statement of Mr. Ghellani has to be accepted since he says that there are no rules governing confirmation of probationers. If there are no rules the task of the confirming authority would become even more delicate and responsible and the person who exercised this power was all the more necessary to be examined to substantiate the case for the defence that the power was exercised *bona fide* and the probationers were not confirmed because their work was not found satisfactory.

34. The reports of confirmation received from Mr. Potnis in the case of all the 3 complainants were forwarded by Mr. Ghellani with his own endorsement. It is an admitted position that Mr. Ghellani interviewed only two of the complainants namely Miss. Pandit and Mr. Kumaran and that Mr. Ghellani did not interview at any time Mr. Gazdar whose report of confirmation was received separately later on. Mr. Ghellani has however made identical endorsement in respect of all the 3 complainants and this endorsement is to the following effect: "For Jt. G. M's consideration".

35. Now it is interesting to understand from Shri Ghellani the procedure followed by him and the purpose for which the endorsements have been made in forwarding the report for confirmation to the Joint General Manager. Shri Ghellani admitted that he interviewed two of the complainants namely Miss. Pandit and Mr. Kumaran on the 3rd March 1970. In the written statement the defence denies the allegation of the complainants that any assurance was given to these two complainants at the interview by Shri Ghellani that they would be confirmed. The person who interviewed Mr. Gazdar has not been examined nor has he made any endorsement on the report of confirmation in respect of the complainant Gazdar. Shri Ghellani has stated that while forwarding the reports after the interview he makes an endorsement either that it is for consideration or confirmation, thereafter the Joint General Manager discusses the case of each probationer with him and the head of the department concerned. In the instant case according to Shri Ghellani the decision that the services of the 3 probationers should be terminated was the decision of the Joint General Manager.

36. Shri Ghellani has been closely questioned as to the criteria by which he judges or could judge in making the endorsement while forwarding the report for confirmation of the probationer. Shri Ghellani admitted that the reports sent by Shri Potnis were accompanied by departmental memos which he had then not produced and he denied the suggestion that a change has been effected in the markings from very good to good in respect of quantity of output and from good to fair in respect of quality of output sent by Shri Potnis as regards Miss. Pandit. When asked as to the basis on which he makes his recommendations as disclosed in the endorsement Shri Ghellani stated as follows:

"I make a recommendation for confirmation only when I am satisfied that the candidate should be confirmed. When I have any doubt I merely

forward the record to Joint General Manager's consideration with an endorsement to that effect. I make my endorsement before I have a meeting with the Joint General Manager when the question of confirmation is discussed. In this case I had a doubt and therefore I had not endorsed that the probationers should be confirmed. The basis on which I make my endorsement is the report from the Departmental Executive and my impression at the interview of the candidate. I do not agree that the recommendation for confirmation made by Shri Potnis was justified in the context of assessment of performance made by him. We have set norms to assess the performance of probationer punch operators. We communicate what are the norms by which the performance of a probationer should be assessed to the Department Executive. Generally, we expect the Department Executive to make their assessment of performance keeping in view the norms which we have set...."

37. It was pointed out to the witness in cross-examination that Shri Potnis who was expected to assess the performance was holding a superior post of Deputy Manager as against the post held by him as the Assistant Manager in view of the claim of the witness that he had the authority to ignore the recommendation of Shri Potnis. As to what material Shri Ghellani had in making his endorsement is revealed in further cross-examination of the witness to the following effect:

"I interviewed each of the complainants to assess their suitability for confirmation. At the time of my interview I did not put them any test of card punching or design etc. I had before me the reports in respect of each candidate that is Mr. Potnis' report, on the 6 factors mentioned in the report of Mr. Potnis such as quantity of output, quality of output, accuracy and neatness, initiative, ability and reliability. I have no other reports except what is contained in the report of Mr. Potnis nor do I myself test the probationer again in respect of these factors. Even for the probationers we have a system of maintaining confidential reports. These confidential reports are sent generally to me by the head of the department that is in this case Mr. Potnis. I did not receive these confidential reports in respect of the 3 probationers in this case".

38. The witness was then asked directly as to what doubt he might have entertained regarding the 3 complainants about their being confirmed and the reply given by the witness was that he entertained a doubt whether the 3 probationers should be confirmed because Shri Potnis' covering report had recommended that for confirmation a condition should be added that each probationer should give a production of 700 per day. The witness then said that therefore he thought that the production was not satisfactory, Shri Ghellani was asked whether in view of the recommendation in the report of Shri Potnis that on confirmation the probationers will maintain his present output and also try to achieve the production of 700 cards a day he did not understand Shri Potnis to say that he was satisfied with the present output of the probationers and the witness' reply was that he did not interpret Shri Potnis' recommendation as favourable to the probationers. On the other hand, according to the witness, from Shri Potnis report he understood that Shri Potnis considered that the probationers services should be liable to be terminated not only if their production achievement was not less than 700 cards per day but also if their achievement was less than the present average output. This last explanation is rather difficult to understand. It postulates that the probationers were entitled to be confirmed perhaps with a warning that if their production fell below the expected standard their services might be terminated, but the reason given by Mr. Ghellani could hardly be said to have any rational basis for coming to the conclusion that the probationers were not to be confirmed. One more reason was given by the witness that he inferred from the report of Shri Potnis that the probationers were not giving outturn of 700 cards per day. The witness was then shown the output of one of the complainants Shri Kumaran which exceeded 700 cards on some days and the witness had to admit that the number of cards punched would depend upon the kind of machine and the kind of design of the cards. To a further question the witness had to admit as follows:

"I have no idea what could be the standard norm of production by punch operators in the machine department. I know that Shri S. V. Potnis is conducting a technical training school for training as punch operators. As head of compartment Shri Potnis would be in a better position to assess the performance of a punch operator."

39. This is all the evidence of the defence in justification of the order of the company that the probationers were not confirmed because of the opinion entertained by Shri Ghellani that their performance was below the standard and therefore unsatisfactory.

40. In the first place it is difficult to accept that Mr. Ghellani was in a better position to assess the performance of any of the probationers in preference to Shri Potnis who was admittedly the head of the department, more competent by experience and position to assess the performance and he had unequivocally recommended the confirmation of the complainants. If any factors weighed with the confirming authority in rejecting the recommendation of Shri Potnis, other than the suggestion put forward on behalf of the Assistant Manager, then it was necessary for the company to place the testimony of the confirming authority before the Tribunal to assess the validity of the defence. Having failed to do so the best evidence is not before the Tribunal and the testimony of Shri Ghellani is wholly inadequate to establish the validity of the defence.

41. It is also strange that Shri Ghellani who had not interviewed Shri Gazdar the third complainant and therefore could have possibly no opportunity to assess the performance of Shri Gazdar should have made identical endorsements in forwarding the report about his confirmation without having interviewed Shri Gazdar, or without having any material to make the kind of endorsement that he has made identical with the endorsements on the assessment reports of the two other complainants that is Miss. Pandit and Shri Kumaran. This one instance goes a long way in supporting the contention of the complainants that in making his forwarding endorsement in respect of the reports of confirmation of the 3 complainants, the Assistant Manager Personnel was not acting *bona fide*. He had not cared to inform himself about one of the complainants' performance and had made a stereotyped endorsements without having either the independent means or competent to judge the performance of the probationers.

42. It is difficult to accept that the endorsements made by Shri Ghellani in forwarding the reports of confirmation in respect of the 3 complainants as saying anything except making a mechanical endorsement forwarding the reports to the Joint General Manager. It is only during the discussion with the Joint General Manager which Shri Ghellani says he had that whatever opinion he formed or whatever advice he tendered might have affected the decision of the confirming authority. Actually what that advice was and whether the confirming authority independently came to the conclusion that the probationers were not liable to be confirmed because their performance was unsatisfactory is a matter which is shrouded in mystery, because the confirming authority is not before the Tribunal. Judged objectively it is difficult to accept the statement of Shri Ghellani that the performance of the 3 probationers could be either sub-standard or unsatisfactory contrary to the findings of Shri Potnis, the head of the department, and contrary to the recommendation of Shri Potnis about their performance. It is therefore not possible to accept the defence that the 3 complainants were not confirmed because of their unsatisfactory work. There is no material to come to that conclusion and whatever material has been produced on record points in the contrary direction.

43. The question therefore that arises is whether the action in terminating the services of the probationers could be called *bona fide*. There is no denial of the fact that the 3 complainants were asked to come for overtime work, that they did not come for over-time work that they had explained their inability to do over-time work on account of the agitation against doing overtime work and that they were warned of disciplinary action if they did not come for over-time work. The testimony of Mrs. Desai stands un rebutted in this respect. It is also significant to note that though the reports of confirmation were apparently forwarded on or about the 3rd March 1970 the incident about the refusal to come for over-time work took place on 14th March 1970 and soon thereafter the decision to terminate the services of the 3 probationers was taken.

44. Judged by the material brought on record as regards the competence of the 3 probationers it has not been established that the services of the probationers would have been terminated in the *bona fide* exercise of power under the contract of employment in spite of the reports recommending their confirmation by the departmental head. The inference is therefore inescapable that some extraneous consideration seems to have weighed in taking the decision to terminate the services of the probationers. All the complainants have placed material on record to show that they annoyed their employer by refusing to work over-time and in spite of the threat of disciplinary action conveyed through Mrs. Desai to the probationers as also others called to do over-time work. This genesis of the circumstances therefore cannot be lost sight of in finding whether there is a nexus, connection or

relationship between the refusal to do over time work and the abrupt termination of the services of the 3 complainants. In my opinion the complainants have proved satisfactorily that in the normal course in view of their satisfactory performance as certified by the departmental head they expected to be confirmed and yet their services were terminated because of their refusal to do over-time work. If that was the motivation for the exercise of the power of termination of services vested in the management it is difficult to hold that the exercise of that power is *bona fide*. That being the conclusion to which I have arrived I hold that the termination of the services of 3 complainants in spite of favourable reports of the departmental head was not in *bona fide* exercise of the power by the employer under the contract of employment.

45. Accordingly I direct that the order of termination dated 31st March, 1970 in the case of each of the complainants be set aside and the complainants shall be deemed to be in service of the employer and each of the complainants will be entitled to their salary or wages as if their services had not been terminated. The complainants shall be reinstated in service with immediate effect.

(Sd.) N. L. ABHYANKAR,
National Industrial Tribunal.

Bombay, 30th April, 1971.

[No. F. 30/22/69-LR.I.]

T. K. RAMACHANDRAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 2nd June, 1971

S.O. 2297.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Orissa, Bhubaneswar, in the industrial dispute between the employers in relation to the management of Messrs Jagda Mining Works, Monopoly, Contractors, Jagda Dolomite Quarry of Messrs Bisra Stone Lime Company Limited, Post Office Jagabhat, Via Bisra, Distt Sundergah and their workmen, which was received by the Central Government on the 29th May, 1971.

INDUSTRIAL TRIBUNAL: BHUBANESWAR

PRESENT:

Shri B. R. Rao, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 28 OF 1970 (CENTRAL)

INDUSTRIAL DISPUTE CASE NO. 2 OF 1971

Bhubaneswar the 18th May, 1971

BETWEEN:

The Management of Messrs Jagda Mining Works, Monopoly
Contractors, Jagda Dolomite Quarry of Messrs Bisra
Stone Lime Company Limited—*First Party.*

AND

Their Workman—*Second Party.*

APPEARANCES:

Sri Damodar Passari, Partner of M/s. Jagda Mining Works, Rourkela—
for the First Party.

None—*for the Second Party.*

AWARD

The Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by their Order dated 29th June, 1970 constituted Sri U. N. Misra, Presiding Officer, Additional Industrial Tribunal as Industrial Tribunal with headquarters at Bhubaneswar and referred the following dispute to him for adjudication.

"Whether the action of the management of Messrs Jagda Mining Works, Monopoly Contractors, Jagda Dolomite Quarry of Messrs Bisra Stone Lime Company Limited in dismissing Shri Kripal Singh, Mechanic with effect from the 24th October, 1969 was justified? If not, to what relief the workman entitled?"

After retirement of Sri U. N. Misra, the Government of India by their Order dated 28th December, 1970 constituted me as an Industrial Tribunal and withdrew the proceedings from Sri U. N. Misra and transferred the same to me for disposal.

2. The management filed a written statement alleging that Sri Kripal Singh was serving as a Mechanic under the management for repairing the machineries installed in the Mines. As per agreement between the management and M/s. Anil Transport Works, who are working as transport contractors under the management, the vehicles sent by the said transport contractors were kept in charge of the management inside the management's mining office compound at Jagda under the guard of the Choukidar between 6 P.M. to 4 A.M. The management was responsible for any loss or damage caused to those vehicles during that period. On the night of 19th October, 1969, Sri Kripal Singh went to the Office compound in a drunken state and forcibly drove away the truck ORO 4991 belonging to M/s. Anil Transport Works from the office compound in spite of the protest of the Choukidar Sri Nagarmal Sharma. He (the workman Sri Kripal Singh) caused accident to the truck and brought back the truck in damaged condition two hours later and left it there. A police case for rash and negligent driving without licence was also started against Sri Singh. The management had to pay a sum of Rs. 4,000 as damages to M/s. Anil Transport Works for that truck. The management called upon Sri Singh to show cause why he should not be removed from service for his misconduct. But Sri Singh did not offer any explanation though he received the charge-sheet. He did not also appear in the enquiry held by Sri G. Chaturvedi in spite of notice. After completing the enquiry, the enquiring officer submitted a report on 23rd October, 1969 and on the basis of that report, the management dismissed Sri Singh from service. Thereafter Sri Singh approached the management for payment of a lump sum of Rs. 1,500 towards his arrears wages and *ex gratia* payment. Out of compassion the management paid him Rs. 1,500 on 1st November, 1969 in full and final discharge of all his claims and he granted a receipt for that. Sri Singh thereafter left his service and went away to his native place in the Punjab. It is further alleged in the written statement of the management that this reference is uncalled for and is not maintainable.

3. The workman did not appear in this Case in spite of notices; nor did he file any counter.

4. At the time of hearing the management let in oral and documentary evidence. M.W. 1 Sri Damodar Passari is a partner of M/s Jagda Mining Works, Rourkela. He has sworn to the facts alleged in the written statement of the management. He has proved Exts. 2, the entire file concerning the departmental proceedings against Sri Kripal Singh. Sri Singh was charge-sheeted for unauthorisedly taking away Dumper no. ORO 4991 against the protest of the Choukidar and damaging it. Though Sri Singh received the charge-sheet, he did not submit any explanation. An enquiry was conducted by Sri G. Chaturvedi. The delinquent workman did not participate in the enquiry though he was given notice. So the enquiry was conducted *ex parte*. The enquiring officer, after completing the enquiry, submitted a report finding the delinquent guilty. The management accepted the report and dismissed the workman on 24th October, 1969. The enquiry appears to be fair and proper and is not defective in any way. The evidence further reveals that the workman Sri Singh later on approached the management and that the management paid him a sum of Rs. 1,500 on 1st November 1969 in full and final settlement of all the claims of the workman and that the workman granted the receipt Ext. 1. Thus there was a fair settlement of the dispute between the parties and no further dispute exists for reference to the Tribunal.

5. Hence I find that the reference is not maintainable inasmuch as there is no dispute between the parties for adjudication by the Tribunal and even if the reference is legal and valid, the action taken by the management of Messrs Jagda Mining Works, Monopoly Contractors, Jagda Dolomite Quarry of Messrs Bisra Stone Lime Company Limited in dismissing Shri Kripal Singh, Mechanic with effect from 24th October, 1969 was justified and that Sri Singh is not entitled to any relief.

Sd./- B. R. RAO,
18-5-70

Presiding Officer,
Industrial Tribunal, Bhubaneswar.

[No. 12(10)/70-LR-IV.]

New Delhi, the 3rd June 1971

S.O. 2298.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad, in the industrial dispute between the employers in relation to the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 25th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 35 of 1970

In the matter of an industrial dispute under Section 10 (1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, Post office Sijua, District Dhanbad.

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri J. D. Lall, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 19th May, 1971/29th Vaisakha, 1893 Saka

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, post office Sijua, District Dhanbad and their workmen, by its order No. 2/137/70-LR.II, dated 9th December, 1970 referred to this Tribunal under Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

“Whether the action of the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, post office Sijua, District Dhanbad, in refusing employment to the undermentioned workmen from the date mentioned against each is justified? if not, to what relief are the workmen concerned entitled?”

Sl. No.	Name of the workmen	Designation	Date of stoppage of work
1	2	3	4
1.	Haricharan Nonia	Wagon Loader	15-5-1970
2.	Burzu Lal Nonia	-do-	-do-
3.	Monia Kamin	-do-	-do-
4.	Jagdish Nonia	-do-	-do-
5.	Mahaswer Kamin	-do-	-do-
6.	Alkhi Kamin (1)	-do-	-do-
7.	Magre Kamin	-do-	-do-
8.	Rammudin Nonia	-do-	-do-
9.	Daratni Kamin	-do-	-do-
10.	Mahajoy Nonia	-do-	-do-
11.	Ram Bhajan Nonia	-do-	-do-

1	2	3	4
12.	Channi Nonia	Wagon Loader	15-5-1970
13.	Mangri Kamin	-do-	-do-
14.	Dessaran Nonia	-do-	-do-
15.	Domatia Kamin	-do-	-do-
16.	Munarik Nonia	-do-	-do-
17.	Bachu Kamin	-do-	-do-
18.	Sabran Nonia	-do-	-do-
19.	Sankar Nonia	-do-	-do-
20.	Dankashri Kamin	-do-	-do-
21.	Ram Prasad Nonia	-do-	-do-
22.	Dularia Kamin	-do-	-do-
23.	Harihar Nonia	-do-	-do-
24.	Barti Kamin	-do-	-do-
25.	Mangar Nonia	-do-	-do-
26.	Jhimri Kamin	-do-	-do-

2. Workmen as well as the employers filed their statement of demands.

3. On 12-4-71 the employers have filed 26 affidavits sworn by the 26 workmen mentioned in the Schedule of Reference. Through the affidavits each of the workmen stated that he has received all his wages for the days he had worked in the colliery and that there was no other amount due to him from the employers. On 12-5-1971 parties filed a compromise memo and it was duly verified by Shri S.S. Mukherjee, Advocate representing the employers and Shri J. D. Lal, Advocate, representing the workmen as correct. Through the compromise memo and it was duly verified by Shri S. S. Mukherjee, Advocate representing the employers and Shri J. D. Lal, Advocate, representing the workmen as correct. Through the compromise memo it is stated that the union has verified all the affidavits and do not press any further claim on behalf of the concerned workmen and that the dispute involved in the Reference has been finally resolved. I find the compromise beneficial to the workmen and in the interests of maintaining industrial peace. The compromise memo is, therefore, accepted and the Award is made in term of the compromise and submitted under Section 15 of the Industrial Dispute Act, 1947. The compromise memo is annexed herewith and made part of the Award.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal,
(No. 2), Dhanbad.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 AT DHANBAD

REFERENCE No. 35 OF 1970

Employers in relation to Khas Sijua Colliery

AND

Their workmen

Compromise petition

Without prejudice to the respective contentions, the parties above named have entered into the amicable settlement on the following terms:—

1. That all the concerned workmen in this dispute have individually entered into the settlements with the Employers and they have received all their respective dues.
2. That all the concerned workmen have individually sworn Affidavits to the effect that they have no claim whatsoever with the Employers.
3. That the Union has verified all the Affidavits and do not press any further claim on behalf of the concerned workmen.
4. That in view of the facts stated here in before the dispute in question has been finally resolved.

It is therefore humbly prayed that the compromise may kindly be recorded and a no dispute Award be passed.

For the workmen

(Sd.) J. D. LALL, Advocate,

12-5-71

For the Employers

(Sd.) Illegible, Manager,
(Sd.) Illegible, Advocate,
12-5-71.

[No. 2/137/70-LRII.]

New Delhi, the 4th June 1971

S.O. 2299.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Jaipuria Kajora Colliery of Messrs Swadeshi Mining and Manufacturing Company Limited, Post Office Pandaveswar, District Burdwan, and their workmen, which was received by the Central Government on the 26th May, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 36 OF 1971

PARTIES:

Employers in relation to the management of Jaipuria Kajora Colliery,
AND
Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri B. Ramachandran, Group Labour Officer.
On behalf of Workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/45/70-LRII, dated February 17, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Jaipuria Kajora Colliery and their workmen, to this Tribunal, for adjudication:

"Whether the management of Jaipuria Kajora Colliery of Messrs Swadeshi Mining and Manufacturing Company Limited, Post Office Pandaveswar, District Burdwan was justified in stopping from work of Shri Ram Ratan Bhattacharjee, Attendance Clerk with effect from the 26th May, 1970? If not, to what relief the workman is entitled?"

2. The management filed a written statement. The concerned workman, represented by his trade union, Khan Shramik Congress, was conspicuous by absence throughout. The trade union did not appear at any stage nor file any written statement.

3. In the written statement filed on behalf of the management, apart from several preliminary objections which were not passed, it was pleaded:

"5. That without prejudice to the above it is submitted that Sri Ram Ratan Bhattacharji was neither employed by us on 25th May, 1970 nor on any day during the one year preceding to it at our Jaipuria Kajora Colliery or any other Collieries. Consequently the question of stopping Sri Bhattacharji from work on and from 26th May, 1970 does not arise.

6. That on a request by the Assistant Labour Commissioner (C), Raniganj, the management agreed to offer employment to Sri Bhattacharji on 3rd February 1971, but Sri Bhattacharji did not join as agreed; instead he sent a letter dated 8th February, 1971 stating that he is sick and hence could not take up the work offered. In support he submitted a medical certificate which certified that Sri Bhattacharji is sick since 1st February 1970 and is unable to move. That for these reasons Sri Ram Ratan Bhattacharji is not entitled to any relief."

4. B. K. Dixit, the Agent of Jaipuria Kajora Colliery, who deposed in this reference, stated in answer to several questions put by the Tribunal:

"Ram Ratan Bhattacharjee was an employee of Jaipuria colliery prior to 1967. Then there was a lay off, and a dozen people left the colliery at that time. Ram Ratan was included amongst those who left. Shamla Kendra Ramnagar colliery also belongs to Swadeshi Mining

and Manufacturing Company Limited. I am not sure whether the workman was transferred from Samla Kendra Ramnagar colliery after he was once laid off in Jaipuria Kajora colliery. I am not aware whether the concerned workman was turned away from Samla Kendra Ramnagar colliery on the ground that there was no post vacant for him. It is not true that the workman was provided with a job of Sand Munshi at Jaipuria Kajora colliery with effect from March 7, 1970. At Jaipuria Kajora colliery Ram Ratan Bhattacharji was employed as a Register keeper. At the intervention of the Assistant Labour Commissioner (vide Ex. 5) he was offered the same job at Samla Kendra Ramnagar colliery. But he did not join in that post."

In explaining the position further, he stated in his evidence:

"After he was offered a job at Samla Kendra Ramnagar colliery he sent a medical certificate. This is the Medical certificate received (marked Ex. 2). Thereafter he did not come to report for his duties.

To Tribunal

After receipt of the medical certificate the management did not write to the workman that he will be at liberty to join when he was fit or, say after a specified time. He was to write a letter asking for leave which he did not do. (Shown letter dated February 8, 1971). (Witness admits that the letter from the workman accompanied the medical certificate. Letter marked Ex. 3). We did not reply to this letter because normally we wait for the fit certificate."

5. Were I to make an award in this matter on the evidence on record, I might not have justified the stoppage of work of Ram Ratan Bhattacharji. I am not, however, to make that award now because Mr. Ramachandran, who was appearing for the management, said that the management was still agreeable to offer employment to the concerned workman as the management had agreed before the Assistant Labour Commissioner (C). What the management had agreed before the Assistant Labour Commissioner (C) appears from a copy of the minutes (Ex. 5) which I set out hereunder:

"Discussed. After prolonged discussion it was agreed to by the parties that the workman Shri Ram Ratan Bhattacharya will be provided same or identical job, which he was performing in the past and that he will be provided job where available in any of the collieries of the management. It is further agreed that the workman will be provided job on the surface. As regards the wages for the period of unemployment the parties agreed to discuss the question of dues for the period from 9th March, 1968 to 4th March, 1970 mutually in view of this position the dispute is resolved."

Mr. Ramachandran also filed a petition before this Tribunal to the above effect which I set out hereunder:

"The Employers beg to submit that if Sri Ram Ratan Bhattacharji reports for duty with fitness certificate he shall be provided with work at our Samla group. Efforts will however be made to see if he could be provided work at Jaipuria Kajora colliery."

6. I think in the absence of the workman the present dispute should better be resolved according to the offer made by the management. In the absence of more that serves the best interest of the workman, I accordingly award that the management must act in accordance with the terms of the petition filed before this Tribunal as quoted above.

This is my award.

Dated, May 18, 1970.

(Sd.) B. N. BANERJEE,
Presiding Officer.

[No. 6/45/70-LR.II.]

S.O. 2300.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1) Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Kuleshwar Bhuia, Pick Miner, Pure Dhansar Coal Company, C/o Bihar Koyla Mazdoor Sabha, Post Office and District Dhanbad, which was received by the Central Government on the 25th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1),
DHANBAD

In the matter of a Complaint under Sec. 33-A of the Industrial Disputes Act, 1947

COMPLAINT NO. 1 OF 1970

(Arising out of Reference No. 68 of 1968)

PARTIES:

Kuleshwar Bhuia, Pick Miner, Pure Dhansar Coal Co., C/o Bihar Koyla
Mazdoor Sabha, P.O. & Distt. Dhanbad—*Complainant*.

Vs.

M/s. Pure Dhansar Coal Co., Dhansar Colliery, P.O. Dhansar, Distt.
Dhanbad—*Opposite Party*.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Complainant.—Shri Lalit Burman, General Secretary, Bihar Koyla
Mazdoor Sabha.

For the Opposite Party.—Shri S. K. Lodha, Partner, Pure Dhansar Coal Co.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 21st May, 1971

AWARD

In the above matter the Complainant workman filed a petition of complaint against the management, opposite party on the allegation that the latter was guilty of contravention of the provisions of Sec. 33 of the Industrial Disputes Act, 1947. Written statement on behalf of the management was filed on 26th April, 1971. The case was finally set down for hearing on 20th May, 1971. But on that date a joint petition of compromise was filed by the parties praying that the above complaint ment on the 27th May, 1971.

I have gone through the petition of compromise and in my opinion the terms of settlement are quite fair and reasonable.

Let an award be made on the basis of the terms and conditions contained in the petition of compromise and let the petition of compromise form part of the award. A copy of the award may be forwarded to the Central Government under Section 15 of the Industrial Disputes Act.

(Sd.) A. C. SEN,
Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, DHANBAD

COMPLAINT NO. 1 OF 1970

(Arising out of Reference No. 68 of 1968)

PARTIES:

Sri Kuleshwar Bhuia, Pick Miner—*Complainant*.

Vs.

M/s. Pure Dhansar Coal Co., Dhansar Colliery—*Opposite Party*.
Joint petition of compromise by the above-named parties

The parties concerned in the above matter, most respectfully beg to submit:—
That the parties have mutually discussed over the matter and settled the dispute on the following terms:—

- (1) That the management of Pure Dhansar Coal Co. (the Opp. party) hereby agrees to reinstate Shri Kuleshwar Bhuia (the complainant) in his post of Pick Miner with effect from 3rd May, 1971.
- (2) That the parties agree that while the continuity of service of Shri Kuleshwar Bhuia will be maintained he will not be paid any wages for the period of his idleness upto 1st May, 1971. The period of idleness will be treated as leave without pay.

(3) That the management shall pay to Shri Kuleshwar Bhuia an *ex gratia* amount of Rs. 100 (Rupees one hundred) only and his outstanding legal dues, if any.

(4) That the complainant shall have no other claim on the management save and except those specifically mentioned above.

The parties pray that the Complaint No. 1/70 may kindly be disposed of on the basis of the above terms of settlement between the parties.

For the opposite party:

For Pure Dhansar Coal Co.,

(Sd.) Illegible,

Partner.

For the complainant:

(Sd.) LALIT BURMAN,

General Secretary,

Bhiar Koyla Mazdoor Sabha.

[No. L-2014/3/71-LR, II.]

S.O. 2301.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award to the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Manoharbahal Colliery of Messrs Rai Sahib Chandumal Indrakumar Karnani Private Limited, Post Office Asansol, District Burdwan and their workmen which was received by the Central Government on the 27th May, 1971,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 60 OF 1970

PRESENT:

Employers in relation to the management of Manoharbahal Colliery,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri S. K. Bhattacharjee, One of the Directors.

On behalf of Workmen—Sri Gopal Raha, Secretary, Colliery Mazdoor Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/63/70-LR II, dated November 10, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Manoharbahal Colliery and their workmen, to this Tribunal for adjudication:

“Whether the management of Manoharbahal Colliery of Messrs Rai Sahib Chandumal Indrakumar Karnani Private Limited, Post Office Asansol, District Burdwan was justified in stopping from work Sarvashri Kishan Bhar, Baejoo Jaswara, Ramawedh Harijan, Suraj Harijan, Kariya Harijan, Ramchij Harijan, Rambanam Bahar, Sampat Bhar, Sadafal Harijan and Chandeo Bhar, Loaders of Manoharbahal Colliery without notice from the 8th August, 1970? If not, to what relief these workmen are entitled?”

Rai Sahib Chandumal Indrakumar Karnani Private Limited is said to be a mistake for Rai Sahib Chandanmull Indra Kumar Private Limited.

2. Both the workmen and the management filed their respective written statement. The grievance made on behalf of the workmen, as pleaded in paragraph 3 of the written statement, was that on August 7, 1970, the concerned workmen were verbally told by the Manager of Manoharbahal Colliery that there was no work for them and that they should not come for duty from August 8, 1970. It was further pleaded, in the said paragraph, that the Manager gave no further reason for the stoppage of work. Thereafter, one Mr. Raha, said to be one of the Secretaries of the Colliery Mazdoor Sabha, approached the management to obtain redress but failed to get any relief for the workmen. The Conciliation proceeding

initiated in the above matter also failed, because the management did not attend. The action of the management in stopping the work of the concerned workmen was condemned as illegal, mala fide, contrary to principles of natural justice and was also condemned on the ground that there was no notice of termination given and no payment made in lieu of notice as required by law and further that the management had no right to terminate the service of any of the workmen without complying with the statutory provisions.

3. In the written statement filed on behalf of the management, it was pleaded in paragraph 3 that because of the "reduction in working faces in the mine and down-fall in raising" there was insufficient work for the machine-loaders and as such they became surplus to the requirement of the management. In these circumstances, the management, it was alleged, was compelled to terminate the services of the concerned workmen, by letters dated July 30, 1970, under clause 14 of the Standing Orders. In the aforesaid letters, the workmen were directed to collect one week's wages, in lieu of notice, and other dues from the cashier of the mine. All those letters, it was alleged, came back with the remark 'refused'. The notice of termination, it was alleged in paragraph 9 of the written statement, was also published in the Notice Board for general information. It was alleged that the workmen showed their reluctance to accept payment, whereupon the money was sent to them by money order individually. The money order acknowledgement receipts, however, it was admitted, were not received back. In paragraph 13 of the written statement, it was stated: "no workman by the name of Shri Ramban Bahar as mentioned in the Schedule to the order of reference was ever employed and/or his services were terminated by the management of Manoharbahal Colliery". It was however admitted that the services of one Ram Janam Bhar was terminated along with other workmen.

4. This written statement was amended at a later stage on payment of costs to the workmen. Two of the paragraphs of the amendment need be noticed at this stage:

"1. That the workmen named in the Schedule to the Order of Reference have less than one year's continuous service in the said Colliery and the same may be proved from the records.

2. That the provisions as laid down under Section 25F of the Industrial Disputes Act are not applicable in the instant case."

5. I have already quoted from the written statement of the management that the management claimed to have terminated the services of the concerned workmen under clause 14 of the Standing Orders. The Standing Order was at first not produced before this Tribunal. Thereafter on the last date of the hearing a copy of "Model Standing Orders for Mining Industry" was produced before this Tribunal and was marked Ex. X by this Tribunal as a Court exhibit. The relevant portion of clause 14, as relied upon by the management, is couched in the following language:

"14. Termination of services.

(a) For terminating the services of permanent workmen having less than one year of continuous service as defined in section 2 (eee) of the Industrial Disputes Act, 1947, a notice in writing or wages in lieu thereof at the scale indicated below shall be given by the employer:—

(i) For monthly paid workmen .. one month
(ii) For weekly paid workmen ... one week.

Provided that no such notice shall be required to be given when the services of the workman are terminated on account of misconduct.

(b) Subject to the provisions of the Industrial Disputes Act, 1947, no notice of termination of employment is necessary in the case of temporary and badli workmen."

It need be borne in mind that Sec. 2 (eee) as mentioned above was omitted by Act 36 of 1964 with effect from December 19, 1964. Now, Standing Orders under the Industrial Employment (Standing Orders) Act, 1946 means "Rules relating to matters set out in the Schedule". Section 3 of the Standing Orders provides:

"3. Submission of draft standing orders—(1) Within six months from the date on which this Act becomes applicable to an industrial establishment, the employer shall submit to the Certifying Officer five copies of the draft standing orders proposed by him for adoption in his industrial establishment.

(2) Provision shall be made in such draft for every matter set out in the Schedule which may be applicable to the industrial establishment, and where model standing orders have been prescribed, shall be, so far as is practicable in conformity with such model.

- (3) The draft standing orders submitted under this section shall be accompanied by a statement giving prescribed particulars of the workmen employed in the industrial establishment including the name of the trade union, if any, to which they belong.
- (4) Subject to such conditions as may be prescribed, a group of employers in similar industrial establishments may submit a joint draft of standing orders under this section."

Industrial Employment (Standing Orders) Central Rules, 1946, prescribe model standing orders in Schedule I.

6. Now, what has been exhibited before me is not exactly a model standing order as in the Schedule to the Industrial Employment (Standing Orders) Central Rules, 1946. This is styled as Model Standing Orders for Mining Industry, portions of which correspond with the Model Standing Orders as in the Central Rules, portions do not. There is nothing to show that this pattern, which might have been unofficially prescribed for copying by the Mining Industry was ever adopted by Manoharbahal colliery or its proprietor Messrs Rai Sahib Chandunmull Indrakumar Karnani Private Limited (or Roy Sahib Chandunmull Indrakumar Private Limited which was claimed to be the correct description) or ever certified as the Standing Orders for Manoharbahal colliery. Thus, reliance upon clause 14 of the model Standing Orders for Mining Industry may not be of any importance.

7. Mr. S. K. Bhattacharjee, one of the Directors of the management company, submitted that the services of the concerned workmen were not terminated for blameworthiness. He would not, however, accept the position that the workmen were retrenched from services of the management. He merely argued that for paucity of work the management terminated the services of the workmen. Now, termination from service may be of the following kinds:

- (i) Termination of service for blameworthiness, which is equivalent to dismissal or removal from service or discharge from service.
- (ii) Termination of service under terms of contract of service or of Standing Orders, which are also equivalent to conditions of service.
- (iii) Termination by way of retrenchment, under Chapter VA of the Industrial Disputes Act.
- (iv) Termination on account of abandonment of job by the workman himself, and
- (v) Termination of service on account of closure of business.

I have already observed that this cannot be a termination under the Standing Orders, because exhibit X, in my opinion does not amount to Standing Orders of the Company. That exhibit is a show-bottle for the Mining Industry and I have no evidence that it was ever adopted by the management or on the line of the model standing orders a certified standing order was obtained for Manoharbahal colliery. Apart from what appears in Ex. X, no other condition of service was proved before me, justifying summary termination as in the instant case. The action taken by the management might have been justified as an order of retrenchment. I find from B register, Ex. 9, that the workmen named in the order of Reference were the juniormost in the category of loaders. The dates of commencement of appointment of the workmen named in the Schedule to the order of Reference, are hereinbelow given:

Sl. No. in Form B Register	Name	Date of appointment
328	Sampat Bhar	15-9-69
329	Baiju Jaswara	do
334	Chandeo Var (Bhar)	do
336	Ramchij Harijan	do
337	Ramayed (Ramawedh) Harijan	do
342	Suraj Harijan	do
343	Sadafal Harijan	16-9-69
345	Kariya Harijan	do
346	Kishan Var (Bhar)	18-12-69

There is no workman of the name of Rambanam Bahar in the B register but there is one of the name of Ramjanam Var (Sl. No. 335 who was appointed on September, 15, 1969). I think that the management was correct in contending that Ram Banam Bahar in the order of Reference was a typographical error for Ramjanam Var. Thus, workmen, as appears from the B register, were all juniormost and in their case the rule 'last come first go' was observed.

8. It is true that as the price of retrenchment, they were not paid compensation, in terms of Section 25F of the Industrial Disputes Act. The management, however, succeeded in wriggling out of this difficulty by showing that none of the concerned workmen put in continuous service for more than one year. I have already seen that they were appointed during the period September 15, 1969 to December 16, 1969 and, if they were retrenched, they were all retrenched with effect from August 8, 1970. They are, therefore, not entitled to retrenchment compensation as in Section 25F of the Industrial Disputes Act.

9. Nikhileswar Tiwari, Manager of Mancharbahal Colliery, gave evidence before this Tribunal. In answer to certain questions put by the Tribunal he said:

"The services of the workmen were terminated because there was shortage of working faces. The signatory to the notice is Robin Mukherjee, Services of 20 workmen were sought to be terminated by the notice. Three working faces were reduced. The reason for the reduction was that the work reached the boundary, and beyond the boundary the colliery could not go. We had to terminate services of the 20 workmen because they could not be accommodated elsewhere in the working of the colliery."

Further, in answer to certain question put in cross-examination, he said:

"We neither retrenched the workmen nor laid them off but terminated the services of the workmen. I do not know under which provision of law this has been done."

The notice, Ex. 2, by which the services of the workmen stood terminate reads:

"By reason of reduction in working face in the mine and fall of the quantity of raising, there is no work sufficient to provide you as a Machine-Loader and as such you are surplus to the requirement of the Management. Your services are no longer required and are hereby terminated on the next day of the receipt of this notice.

Your one week's wages in lieu of notice under clause 14 of the Model Standing Order is ready in the colliery and you are asked to collect the same forthwith from the Cashier on the receipt of this letter. You are asked to collect your other dues also if any by handing over the store-keeper vacant possession of the quarter allotted to you and producing a clearance certificate from him."

10. It is not for me to make a case for the management. They do not claim to have retrenched the workmen and I am not prepared to justify their action on a ground not pleaded by them and not proved by them but definitely disowned by them. Thus, although the action of the management might have been justified on the ground of retrenchment, I cannot salvage the action of the management on that ground. In the result, there is a peculiar case. Termination of employment was not made according to the service condition or according to the Standing orders. The workmen were not retrenched from service. They were not even dismissed from service for blameworthiness. It is nobody's case that they were temporary servants and their services were terminated by notice. Thus, for the present I find no justification for termination of the service of the workmen in the manner done.

11. I, therefore, hold that the management of Manoharbahal colliery was not justified in stopping from work Sarvashri Sampat Bhar, Baijur Jaswara, Chandeo Var (Bhar), Ramchij Harijan, Ramayed (Ramawedh) Harijan, Suraj Harijan, Sadafal Harijan, Karya Harijan, Kishan Var (Bhar) and Rambanam Bahar (Ramjanam Bhar), from August 8, 1970. Since the action of the management was not justified, the workmen must be treated as in the service of the company throughout and entitled to receive from the management all the benefits of service. Nothing contained in this award shall, however, debar the management from retrenching the workmen from service in the proper manner in future.

This is my award.

Dated, May 22, 1971.

(Sd.) B. N. BANERJEE,
Presiding Officer.

[No. 6/63/70-LR.II.]

New Delhi, the 5th June 1971

S.O. 2302.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 21st May, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 45 OF 1971

PARTIES:

Employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent.

On behalf of Workmen—Shri Benarashi Singh Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/89/70-LR11, dated January 6, 1971, the Central Government referred the following industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited and their workmen, to this Tribunal, for adjudication:

“Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan was justified in stopping from work S/Shri Nobin Nandi, Miten Turi and Kali Charan Manjhi, Cleaning Mazdoors with effect from the 18th May, 1970? If not, to what relief the workmen concerned are entitled?”

2. That dispute was registered before this Tribunal as Reference No. 22 of 1971 and was disposed of, under terms of a settlement, on April 29, 1971.

3. Curiously enough, the same dispute was referred to this Tribunal under an order bearing the identical number but dated March 11, 1971. Mr. B. S. Azad, who appears for the workmen, admits that the latter reference is a duplication of the first one and has been mistakenly made before this Tribunal. I also find accordingly. Since the identical reference has already been disposed of by me, it is not necessary for me to pass any award on the duplicate reference. The present reference is accordingly disposed of.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, May 17, 1971.

[No. 6/89/70-LR11.]

R. KUNJITHAPADAM, Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND INTERNAL TRADE

(Department of Industrial Development)

New Delhi, the 2nd June 1971

S.O. 2303.—Whereas the Central Government has, by its notified order in the late Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) No. S.O. 4160/18A/IDRA/69, dated the 9th

October, 1969 issued under section 18A of the Industries (Development and Regulation) Act, 1951 (65 of 1951), authorised the Gujarat State Textile Corporation to take over the management of the whole of the Himachal Manufacturing Company Limited, Ahmedabad (hereafter in this notification referred to as the 'industrial undertaking') for the period specified therein;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 18E of the said Act, the Central Government hereby specifies in the Schedule annexed hereto, the exceptions, restrictions and limitations, subject to which the Companies Act 1956 (1 of 1956) shall continue to apply to the industrial undertaking in the same manner as it applied thereto, before the issue of the notified order under section 18A.

SCHEDULE

Provisions of
the Companies
Act, 1956

Exceptions, restrictions and limitations subject to which the provisions mentioned in column (1) shall apply to the undertaking

(1)

(2)

Section 536

Sub-section (2) of this section shall not apply to any disposition of property by the Authorised Controller either for raising any monies on the security of the property in his custody or in the course of or in connection with the running of the mills and ancillary matters.

[No. F. 9(7)/Lic. Pol./68]

औद्योगिक विकास और आन्तरिक व्यापार मंत्रालय
(औद्योगिक विकास विभाग)

नई दिल्ली, 2 जून, 1971

का० आ० 2303.—यतः उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 18-क के अधीन जारी किये गए भूतपूर्व औद्योगिक विकास, आन्तरिक व्यापार और कम्पनी कार्य मंत्रालय (औद्योगिक विकास विभाग) के अपने अधिसूचित आदेश, सं० का० आ० 4160/18-क/आई० डी० आर० ए०/69 तारीख 9 अक्टूबर, 1969 द्वारा केन्द्रीय सरकार ने उसमें विनिर्दिष्ट कालावधि के लिए गुजरात राज्य वस्त्र निगम को सम्पूर्ण हिमाभाई मैन्यूफैक्चरिंग कम्पनी लिमिटेड, अहमदाबाद, (जिसे इसके पश्चात् इस अधिसूचना में "औद्योगिक उपक्रम" कहा गया है) का प्रबन्ध ग्रहण करने के लिए प्राधिकृत किया गया था।

अतः अब, उक्त अधिनियम की धारा 18-क की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इससे उपाबद्ध अनुसूची में उन अपवादों निबन्धनों और परिसीमाओं को विनिर्दिष्ट करती है जिनके अधीन रहते हुए, कम्पनी अधिनियम 1956 (1956 का 1), औद्योगिक उपक्रम की उसी प्रकार से लागू होता रहेगा जिस प्रकार वह उस पर धारा 18-क के अधीन अधिसूचित आदेश के जारी होने से पूर्व होता था।

अनुसूची

कम्पनी अधिनियम 1956 के उपबन्ध

अपवाद, निर्बन्धन और परिसीमाएं, जिनके
अधीन रहते हुए स्तम्भ (I) में वर्णित उपबन्ध,
उपक्रम को लागू होंगे

(1)

(2)

धारा 536

इस धारा की उपधारा (2) प्राधिकृत नियंत्रक,
के अपने अभिरक्षा में की संपत्ति प्रतिभूति
पर धन प्राप्त करने के लिए या मिल चालाने
के दौरान या उसके संबंध में उसके द्वारा किये
गये सम्पत्ति के व्ययन करने पर और आनुषंगिक
मामलों को लागू नहीं होगी।

[एस० फा० 9(7)लिक० पोल०/68]

आर० सी० सेठी, अव्वर सचिव।

ORDER

New Delhi, the 2nd June 1971

S.O. 2304/IDRA/6/7/71.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 5 and 8 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints, till 15th December, 1971, Shri S. P. Sapra, Commercial Manager, M/s. Chemicals and Fibres of India Ltd., "Crescent House," 19, Wittet Road, Ballard Estate, Bombay-1, in place of Shri Sugato Chaudhuri, Commercial Manager, M/s. Chemicals and Fibres of India Ltd., Bombay as a member of the Development Council established by order of the Government of India in the erstwhile Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) No. S.O. IDRA/6/5/69 dated the 16th December, 1969 for the scheduled industries engaged in the manufacture or production of Man-made Textiles, and directs that the following amendment shall be made in the said order, namely:—

In the said Order, for entry No. 3 relating to Shri Sugato Chaudhuri, Commercial Manager M/s. Chemicals & Fibres of India Ltd. "Crescent House" 19, Wittet Road, Ballard Estate, Bombay-1, the following entry shall be substituted, namely:—

"3. Shri S. P. Sapra, Commercial Manager, M/s. Chemicals & Fibres of India, Ltd., "Crescent House" 29, Wittet Road, Ballard Estate, Bombay-1"

[No. 13(5)DC/69-LC.]

R. C. SETHI, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 29th May 1971

S.O. 2305.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st July, 1971 as the date on which the Measured Rate System will be introduced in BHUSAVAL TELEPHONE EXCHANGE, Maharashtra Circle.

[No. 5-32/71-PHB(2).]

D. R. BAHL,

Asstt. Director General (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 29 मई, 1971

का० आ० 2306.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक तार महानिदेशक ने भुसावल टेलीफोन केन्द्र में 1-7-71 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-32/71-पी० एच० बी० (2)]

बी० आर० बहल,

सहायक महानिदेशक (पी० एच० बी०)

इस्पात और भारी इंजीनियरिंग मंत्रालय

नई दिल्ली, 7 अप्रैल, 1971

विषय .—लोहे और इस्पात के मांग-पत्र भेजन और प्रेषक के लिए प्रक्रिया

एस० ओ० 1566.—लोहा और इस्पात (नियंत्रण) आदेश, 1956 के खण्ड 17 क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा लोहे और इस्पात के उत्पादकों या स्टॉकिस्टों को आर्डर देने में और उसके प्रेषण में अपनाई जाने वाली प्रक्रिया के सम्बन्ध में निम्नलिखित निदेश देती है, अर्थात् :—

1. सभी मांगकर्ता जिन्हें वास्तविक प्रयोजनों के लिए लोहे और इस्पात की आवश्यकता है, भारत सरकार के इस्पात और भारी इंजीनियरी मंत्रालय की अधिसूचना संख्या एस० सी०-(1) 1 (5)/71-बी तारीख 7 अप्रैल, 1971 में केन्द्रीय सरकार द्वारा गठित संयुक्त संयंत्र समिति के माध्यम से इस्पात संयंत्रों के लिए लोहे और इस्पात के आर्डर, बिना किसी अधिकतम सीमा के, बुक करने के लिए स्वतन्त्र होंगे।

2. संयुक्त संयंत्र समिति को प्रस्तुत मांग-पत्रों के साथ ऐसे दस्तावेज भी होंगे जो उस समिति का यह समाधान करने के लिए विहित किए जाएं कि मांगकर्ता एक ऐसा पक्षकार है जो लोहे या इस्पात के विशिष्ट प्रवर्ग का, संश्लिष्ट या रचना में किसी वास्तविक प्रयोग के लिए उपयोग करने के लिए प्राधिकृत या सक्षम है।

परन्तु जहां मांगकर्ता को लोहे और इस्पात की केवल व्यापार के प्रयोजन के लिए आवश्यकता है वहां मांग पत्र के साथ ऐसे दस्तावेज या विशिष्टियां भी होंगी जो संयुक्त संयंत्र समिति का यह समाधान करने के लिए विहित की गई होगी कि मांगकर्ता लोहे या इस्पात का वास्तविक और सक्षम व्यापारी है :

3. इस्पात संयंत्रों द्वारा जारी किए गए विक्रय आर्डर बुकिंग की तारीख से केवल दो वर्ष के लिए विधिमान्य होंगे और उस अवधि की समाप्ति पर स्वतः व्यपगत हो जाएंगे जब तक की प्रेषण उस अवधि के भीतर न कर दिए जाएं या विक्रय आर्डर-पूर्वोक्त अधिसूचना के अधीन केन्द्रीय सरकार द्वारा गठित इस्पात पूर्विक्ता समिति द्वारा, रोलिंग और प्रेषण के लिए अवसान की तारीख से पूर्व सम्मिलित न कर लिए जाएं।

5 लोहे या इस्पात के उस प्रवर्गों की बाबत, जो पूर्वोक्त इस्पात पूर्विकता समिति के क्षेत्र के अन्तर्गत आते हैं, उन उपभोक्ताओं को, जिन्होंने मुख्य उत्पादकों से आर्डर बुक कर रखे हैं और जो किसी तिमाही के दौरान परिदान के लिए पूर्विकता प्राप्त करने में रुचि रखते हैं, अपने प्रयोजक प्राधिकारियों के माध्यम से उस समिति को लिखना चाहिए :

5. पूर्विकता आवंटन त्रैमासिक आधार पर किए जाएंगे। वे इस्पात संरचना एकक, जिनकी आवश्यकताओं में तिमाही व तिमाही अधिक फेर-फार नहीं होता, प्रत्येक तिमाही से आवेदन करने के बजाए प्रत्येक वित्तीय वर्ष के आरम्भ में अपनी वार्षिक आवश्यकताएं बता देते के लिए स्वतंत्र होंगे।

6. बिलेट, एच० आर० स्ट्रिप/स्केल्प और कच्चे लोहे की बाबत वितरण और प्रेषण पूर्वोक्त संयुक्त संयंत्र समिति द्वारा बनाई गई और केन्द्रीय सरकार द्वारा अनुमोदित वार्षिक नीति के अनुसार किया जाएगा।

[सं० एस० सी० (1)-1(5)/71-ए]

विषय :—संयुक्त संयंत्र समिति और इस्पात पूर्विकता समिति का गठन

का० आ० 1567.—आवश्यक वस्तु/लोहा और इस्पात :—लोहा और इस्पात (नियंत्रण) आदेश, 1956, के खण्ड 17 बी द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा पूर्वोक्त आदेश के उपबन्धों को प्रभावी बनाने के प्रयोजनार्थ दो समितियाँ बनाती है जिनके नाम संयुक्त संयंत्र समिति और इस्पात पूर्विकता समिति होंगे।

2. पूर्वोक्त समितियों में से प्रत्येक की संरचना और कृत्य निम्नलिखित होंगे।

(क) संयुक्त संयंत्र समिति —

संरचना

(i) लोहा और इस्पात | नियंत्रक — —अध्यक्ष

(ii) मुख्य इस्पात संयंत्रों, अर्थात् टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड, इण्डियन आयरन एण्ड स्टील कम्पनी लिमिटेड, हिन्दुस्तान स्टील लिमिटेड, राउरकेला, हिन्दुस्तान स्टील लिमिटेड, भिलाई और हिन्दुस्तान स्टील लिमिटेड, दुर्गापुर में से प्रत्येक का एक एक प्रतिनिधि। —सदस्य

(iii) रेल मंत्रालय का एक प्रतिनिधि।

कृत्य —

- (1) संयुक्त संयंत्र समिति साधारण तथा मुख्य इस्पात उत्पादकों के कृत्यों को, विशेष रूप से मांगपत्रों के आयोजन, उत्पादों के प्रेषण, वितरण और कीमत निर्धारण, और रोलिंग कार्यक्रम बनाने के सम्बन्ध में समान प्रक्रियाएं बनाने और संयुक्त कार्य करने की दृष्टि से, निष्पादित करने के लिए जिम्मेदार होगी।
- (2) समिति उत्पादकों, मांगकर्ताओं और प्राधिकृत व्यवहारियों से ऐसी जानकारी और आंकड़े अभिप्राप्त कर सकेगी जिनकी उसे उत्पादन के आयोजन, मांगपत्रों

की छानबीन और त्रिभिन्न संयंत्रों को आबंटन के सम्बन्ध में अपेक्षा हो और ऐसे सांख्यिकीय और अन्य एक भी बना सकेगी जिनकी इस प्रयोजन के लिए आवश्यकता हो।

- (3) समिति सभी प्रवर्गों के इस्पात के लिए सभी मांग पत्रों के सम्बन्ध में, जो मुख्य इस्पात संयंत्रों द्वारा निष्पादित किए जाने हैं, कार्यवाही करेगी।
- (4) समिति वे सभी निबन्धन और शर्तें नियत कर सकेगी जो मांगकर्ताओं द्वारा उस सीमा तक, जो लोहा और इस्पात (नियंत्रण) आदेश, 1956 के अधीन जारी किए गए किन्हीं विशिष्ट आदेशों के अन्तर्गत नहीं आती, पूरी की जानी हैं।
- (5) समिति मांगकर्ताओं द्वारा प्रस्तुत की जाने वाली प्रक्रिया का व्यापक प्रचार करेगी और यदि आवश्यक हो तो, मांगपत्रों के प्राप्तियों को समय समय पर पुनरीक्षित करेगी। समिति उसे प्रस्तुत मांग पत्रों की छान-बीन करेगी और छानबीन के पश्चात् मांगपत्रों को आर्डर बुक करने के लिए मांग-कर्ता द्वारा नामनिर्देशित इस्पात संयंत्रों को भेजेगी। समिति, ऐसी वित्तीय और अन्य औपचारिकताएं विहित कर सकती हैं जो मांग कर्ताओं के विभिन्न वर्गों द्वारा विक्रय आदेश जारी करने के लिए इस्पात संयंत्र द्वारा मांगपत्र स्वीकार किए जाने से पूर्व पूरी की जाएंगी।
- (6) समिति, लोहा या इस्पात प्रेषित करने के लिए पूर्विकताएं विनिश्चित करने में इस्पात पूर्विकता समिति को सहायता देगी। इस प्रयोजन के लिए, व्यष्टिक उप-भोक्ताओं की अपेक्षाओं की बाबत समिति को प्रयोजक प्राधिकारी द्वारा की गई सिफारिशों का ध्यान रखते हुए, समिति मुख्य उत्पादकों, और ऐसे प्रयोजक प्राधिकारियों के साथ जिन्हें वह आवश्यक समझे, इस मामले पर बातचीत करेगी कि उनकी अपेक्षाओं और प्राक्कलित उत्पादन को किस सीमा तक एक दूसरे के अनुरूप लाया जा सकता है, और तदुपरि वह सम्बन्ध में अपनी सिफारिशों सहित अपनी समेकित प्रस्थापना इस्पात पूर्विकता समिति को भेजेगी। ऐसी प्रस्थापनाएं करने में, समिति मांग पत्र में के लोहे या इस्पात के किसी प्रवर्ग के संचलन के लिए संदेह भाड़े को यथासम्भव न्यूनतम करने की आवश्यकता का समवयक ध्यान रखेगी।
- (7) समिति, इस्पात पूर्विकता समिति के किन्हीं व्यापक निर्देशों के अधीन रहते हुए, इस जानकारी की विशिष्टियां, जो पूर्विकता चाहने वाले उपभोक्ताओं को प्रस्तुत करनी चाहिए, इस प्रयोजन के लिए प्रोफार्मों और वे अन्तिम तारीखें और समय-सारणी विहित करेगी जिन तक जानकारी, प्रत्येक तिमाही में पूर्विकता-आबंटन के अनुसार प्रभावी परिदान करने के लिए प्रस्तुत की जानी चाहिए, उसकी छान-बीन की जानी चाहिए और उसे पूरा किया जाना चाहिए।
- (8) समिति उस लोहे और इस्पात के जो, लोहा और इस्पात (नियंत्रण) आदेश, 1956 के खण्ड 15 के अधीन कीमत नियंत्रण के अधीन नहीं हैं, सभी प्रवर्गों की कीमतें (आधारित कीमतें तथा अतिरिक्त कीमतें भी) समय समय पर अवधारित, घोषित और सूचीबद्ध कर सकती है। इस प्रकार अवधारित कीमतें कारखाना द्वारा कीमतें होंगी। समिति समय समय पर घोषित कारखाना दार कीमतों

में सभीकृत भाड़े का नियत अंश जोड़ेगी जिससे कि यह सुनिश्चित हो जाए कि देश भर में इस्पात के क्रेता, एक ही रेल भाड़ा। संदत्त करें भले ही प्रदाय स्रोत से दूरी कितनी ही क्यों न हो। समिति यह सुनिश्चित करने के लिए कि देश भर में लोहे या इस्पात के विक्रेता एक ही कीमत संदत्त करें ऐसे उपाय करेगी जिन्हें वह आवश्यक या वांछनीय समझे।

- (9) समिति, लोहे या इस्पात के उन प्रवर्गों के लिए, यदि कोई हो, जो लोहा और इस्पात (नियंत्रण) आदेश, 1956 के खण्ड 15 के अधीन कीमत नियंत्रण के अधीन है; भाड़े को सभीकृत करने का प्रयास करेगी और इस प्रयोजन के लिए ऐसे उपाय करेगी जिन्हें वह आवश्यक या वांछनीय समझे।
- (10) समिति की बैठकें, जितनी बार आवश्यकता होगी, उतनी बार, किन्तु मास में कम से कम एक बार होगी, ताकि वह अपने पर्यवेक्षकीय और समन्वयकारी कृत्यों का प्रभाव पूर्ण ढंग से निर्वहन कर सकें।
- (11) समिति बाजार की साधारण स्थिति, स्वतन्त्र बाजार कीमतों में उतार चढ़ाव उत्पादन की प्रवृत्तियों, लोहे और इस्पात की उपलब्धता और संचलन और विशेष रूप से विभिन्न इस्पात संयंत्रों से प्रेषणा का ध्यानपूर्वक पुनर्विलोकन करने के लिए समुचित संगठन, पद्धतियाँ और प्रक्रियाओं का विकास कर सकत है ताकि यह सुनिश्चित हो जाए कि इस्पात पूर्विक्ता समिति द्वारा नियत पूर्विक्ताओं का अधिकतम संभव सीमा तक पालन किया जा सके और इस प्रयोजन के लिए समिति यह व्यवस्था करेगी कि इस्पात संयंत्रों और प्रायोजक प्राधिकारी से जानकारी प्रभाव पूर्ण ढंग से आकर समय पर प्राप्त होती रहे।
- (12) समिति, इस्पात पूर्विक्ता समिति को नियमित और व्यापक जानकारी प्रस्तुत करेगी ताकि पश्चात् कथित समिति, वितरण का प्रभाव पूर्ण ढंग से पुनर्विलोकन और विनियमन कर सके।
- (13) समिति, दोषपूर्ण निमित्तियाँ, कतरनों, फिर से रोल की जा सकने वाली और अन्य रद्दी का और मुख्य उत्पादकों के स्टाकयाडों की सामग्री का वितरण और विक्रय सभी उत्पादकों के लिए समान आधार पर विनियमित करेगी और इस प्रयोजन के लिए सभी इस्पात संयंत्रों द्वारा अपनाए जाने के लिए पूर्वोक्त प्रवर्गों के वितरण और विक्रय की समान प्रक्रियाएं और पद्धतियाँ विहित कर सकेगी और समय समय पर उनका पुनर्विलोकन कर सकेगी।

(ख) इस्पात पूर्विक्ता समिति

संरचना

समिति निम्नलिखित से मिलकर बनेगी —

- | | |
|---|---------|
| (1) सचिव, इस्पात और भारी इंजीनियरी मंत्रालय | अध्यक्ष |
| (2) सचिव, औद्योगिक विकास विभाग | सदस्य |
| (3) सचिव, योजना आयोग | |

- (4) सचिव, आर्थिक कार्य विभाग, वित्त मंत्रालय
- (5) अध्यक्ष, रेल बोर्ड
- (6) सचिव, विदेश व्यापार मंत्रालय
- (7) महानिदेशक, तकनीकी विकास
- (8) विकास आयुक्त, लघु-उद्योग
- (9) हिन्दुस्तान स्टील लिमिटेड द्वारा
- (10) नामनिर्देशित हिन्दुस्तान स्टील
- (11) लिमिटेड के तीन निदेशक
- (12) टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड द्वारा नामनिर्देशित
टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड का एक निदेशक
- (13) इण्डियन आयरन एण्ड स्टील कम्पनी द्वारा नामनिर्देशित टाटा
आयरन एण्ड स्टील कम्पनी लिमिटेड का एक निदेशक
- (14) संयुक्त सचिव इस्पात और भारी इंजीनियरी मंत्रालय
सदस्य सचिव
- 15 लोहा और इस्पात नियंत्रक

कृत्य

(1) समिति, मूल्य इस्पात संयंत्रों द्वारा उत्पादित, इस्पात के निम्नलिखित प्रवर्गों के सम्बन्ध में अपने कृत्यों का निर्वहन करेगी, अर्थात :—

- (1) कड़ियां
- (2) चैनल
- (3) ऐंगल
- (4) असमान ऐंगल
- (5) राउंड (राउंड)
- (6) स्क्वायर
- (7) टार स्टील या समतुल्य
- (8) तार कुड़ें, मृदु इस्पात
- (9) तार छड़ें, हाई कार्बन, ए० सी० एस० आर० क्वालिटी, तार रज्जु
क्वालिटी आदि ।
- (10) फोर्जिंग क्वालिटी सेमिस
- (11) एम० एस० फ्लैट्स
- (12) एम० एस० प्लेटें
- (13) चादरें
- (14) कुण्डलाकार चाररें और प्लेटें
- (15) वैद्युत् इस्पात चादरें
- (16) जी० पी० चादरें
- (17) जी० सी० चादरें
- (18) बायलर क्वालिटी प्लेटें
- (19) पोत निर्माण प्लेटें
- (20) चैकड प्लेटें
- (21) हाई कार्बन हाई टेक्साइल प्लेटें

- (22) बेयरिंग प्लेटें
- (23) क्रॉसिंग स्लीपर, छड़ें, पटरियां आदि
- (24) हल्की पटरियां
- (25) भारी पटरियां

(2) समिति अपनी बैठक में त्रैमासिक आधार पर लोहे और इस्पात के प्रेषण के लिए पूर्विकताएं विनिश्चित करेगी। समिति, पूर्विकता अपेक्षा के प्रारूपों का और पूर्विकता अपेक्षाओं को प्रस्तुत करने तथा उन पर विचार करने की प्रक्रियाओं का विकास कर सकती है।

(3) समिति का अध्यक्ष समिति के किसी अधिवेशन में सम्मिलित होने के लिए भारत सरकार के किसी अन्य सचिव या विभागाध्यक्ष को नियंत्रित या सहयोजित कर सकता है।

(4) समिति अपने पहले के अधिवेशनों में लिए गए पूर्विकता-आवंटन सम्बन्धी अपने विनिश्चयों के कार्यान्वयन का पुनर्विलोकन अपने अधिवेशनों में करेगी और इस्पात वितरण और उसकी उपलब्धता की व्यापक स्थिति का भी साधारणतया पुनर्विलोकन करेगी।

(5) समिति, संयुक्त संयंत्र समिति के कार्यकरण का समय समय पर पुनर्विलोकन करेगी।

(6) उपभोक्ताओं को इस्पात के विभिन्न प्रवर्गों के प्रेषण आवंटित करते समय समिति उस तिमाही में, जिसमें आवंटन किए जाने हैं, प्राक्कलित उत्पादन पर विचार करेगी।

(7) उपभोक्ताओं को प्रेषण आवंटित करते समय समिति उपलब्ध उत्पादन के ऐसे अनुपातों को जो प्रेषण के लिए युक्तियुक्त समझे जाएं किन्हीं ऐसी शर्तों के अधीन रहते हुए जिन्हें समिति सर्वाधिक संतुलित क्षेत्रीय वितरण के लिए अधिरोपित करना चाहे, सीधे व्यष्टिक उपभोक्ताओं को नहीं अपितु मुख्य उत्पादकों के स्टॉकयार्डों और व्यापारियों के लिए नियत करेगी।

(8) लघु उद्योग सेक्टर को इस्पात के प्रेषणों पर विचार करने में समिति राज्य सरकारों द्वारा स्थापित लघु उद्योग निगमों या कच्ची सामग्री डिपोज की मार्फत प्रेषित अपेक्षाओं को अधिमान देगी।

(9) व्यष्टिक उपभोक्ताओं द्वारा उत्पादकों से बुक किए गए आर्डरों को पूर्विकता प्रदान करने में, समिति, सम्म. सीमा तक ऐसे आर्डरों का उपयोग करेगी जो इस अधिसूचना के प्रकाशन की तारीख को विद्यमान होंगे। पश्चात्पूर्व आर्डरों को प्रेषण की पूर्विकता तभी दी जाएगी जब वे विद्यमान आर्डर, जो किसी उपभोक्ता द्वारा इस्पात के उस प्रवर्ग के लिए दिए गए हों जिसके लिए समिति उसे पूर्विकता प्रदान करने का विनिश्चय करती है, निःशेष हो जाए।

[सं० एस० सी (1)-1 (5)/71-बी०]

महेश्वर प्रसाद, संवत् सचिव।

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

SHRAM AUR PUNARVAS MANTRALAYA

(Shram Aur Rozgar Vibhag)

New Delhi, the 5th June 1971

S.O. 2458.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948, the Central Government hereby makes the following further amendment to the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1970

2. In clause 17 of the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968 (hereinafter referred to as the said Scheme) in sub-clause (2), under the heading "Category C", after item "(5) Sampling Workers", the following items shall be added, namely:—

"(6) Deck sweepers/hatch cleaners.

(7) Gunny Clerks."

3. In the Schedule to the said Scheme, under heading "Category C", after item "(5) Sampling Workers", the following items shall be added, namely:—

"(6) Deck sweepers/hatch cleaners.

(7) Gunny Clerks."

[No. 55/1/70-Fac.II.]

AJIT CHANDRA, Under Secy.

श्रम, रोजगार और पुनर्वासि मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 5 जून, 1971

क्र०आ० 5458.—विशाखापत्तनम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम 1968 में और आगे संशोधन करने के लिए एक स्कीम का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार डॉक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बनाने की प्रस्थापना करती है, उक्त उपधारा की अपेक्षानुसार उन सभी व्यक्तियों की सूचना के लिए प्रकाशित किया जाता है जिनका उसके द्वारा प्रभावित होना संभाव्य है; और एतद्वारा सूचना दी जाती है कि उक्त प्रारूप पर या उसके पश्चात् विचार किया जाएगा :

उक्त प्रारूप के बारे में किसी भी व्यक्ति से इस प्रकार विनिर्दिष्ट तारीख से पूर्व प्राप्त होने वाले आक्षेपों या सुझावों पर केन्द्रीय सरकार द्वारा विचार किया जाएगा :

प्रारूप स्कीम

1. यह स्कीम विशाखापत्तनम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन) का विनियमन) संशोधन स्कीम, 1970 कही जा सकेगी :

2. विशाखापत्तनम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम, 1968 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के खंड 17 के उपखंड (2) में शीर्षक "प्रवर्ग ग" के नीचे मद "5 सैम्पलिंग कर्मकार" के पश्चात् निम्नलिखित मदें जोड़ी जाएंगी, अर्थात् :—

"(6) डेक जमादार/फलका साफ करने वाले (हेच क्लीनर्स)

(7) गनी लिपिक"

3. उक्त स्कीम की अनुसूची में, शीर्षक "प्रवर्ग ग" के नीचे मद ("5) सैम्पलिंग कर्मकार" के पश्चात् निम्नलिखित मदें जोड़ी जाएंगी, अर्थात् :—

"(6) डेक जमादार/फलका साफ करने वाले (हेच क्लीनर्स)

(7) गनी लिपिक" ।

[सं० 55(1)/70-फै०-II]

अजित चन्द्र, अवर सचिव ।

(Shram Aur Rozgar Vibhag)

New Delhi, the 7th June 1971

S.O. 2459.—Whereas the State Government of Punjab, has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. Harmel Singh, Director Health and Family Planning, Government of Punjab, to be a member of the Medical Benefit Council in place of Dr. Moti Singh;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2899, dated the 27th September, 1966, namely:—

In the said notification, under the heading "[Nominated by the State Governments concerned under clause (d) of sub-section (1) of section

10]", for the entry against item (14), the following entry shall be substituted, namely:—

"Dr. Harmel Singh,
Director, Health and Family Planning,
Government of Punjab, Chandigarh."

[No. F. 3/3/69-HI.]

(श्रम और रोजगार विभाग)

नई दिल्ली, 7 जून, 1971

एस० ओ० 2459.—यतः पंजाब राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के खंड (घ) के अनुसरण में, डा० हरमेल सिंह, निदेशक, स्वास्थ्य और परिवार नियोजन, पंजाब सरकार को डा० मोती सिंह के स्थान पर चिकित्सा प्रसुविधा परिवर्द्धन का सदस्य नामनिर्देशित किया है :

अतः, अब, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2899, तारीख 27 सितम्बर, 1966 में एतद्द्वारा निम्नलिखित संशोधन और करती है, अर्थात् :—

उक्त अधिसूचना में, "धारा 10 की उपधारा (1) के खंड (घ) के अधीन सम्बन्धित राज्य सरकारों द्वारा नामनिर्देशित" शीर्षक के नीचे मद (14) के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि अन्तःस्थापित की जाएगी, अर्थात् :—

"डा० हरमेल सिंह,
निदेशक, स्वास्थ्य और परिवार नियोजन,
पंजाब सरकार, चण्डीगढ़ ।"

[सं० फा० 3/3/69-एच० आई०]

New Delhi, the 9th June 1971

S.O. 2460.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Suri and Nayar Private Limited, 18, Government Industrial Estate, Kandivli West, Bombay, 67 NB have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. S. 35017/(2)/71PF.II(i).]

नई दिल्ली, 9 जून, 1971

का०आ० 2460.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सूरी और नायर प्राइवेट लिमिटेड, 18, सरकारी औद्योगिक एस्टेट, कन्डीवली, पश्चिम, मुम्बई, 67 एनबी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी :

[सं०एस-35017(2)/71-पी० एफ० 2 (i)]

S.O. 2461.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Suri and Nayar Private Limited, 18, Government Industrial Estate, Kandivli West, Bombay-67 NB for the purposes of the said proviso.

[No. S.35017(2)/71-PF.II(ii).]

का० आ० 2461.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मैसर्स सूरि और नायर प्राइवेट लिमिटेड, 18, सरकारी औद्योगिक एस्टेट, कन्डीवली पश्चिम, मुम्बई-67 एन बी नामक स्थापन को 1 जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है :

[सं० एस-35017(2)/71-पी० एफ० 2(ii)]

S.O. 2462.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Meswani Trading Company, 19, Keshavji Naik Road, Chinch Bunder, Bombay-9 have agreed that the provisions of the Employees Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(277)/70-PF.II(i).]

का०आ० 2462.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेसवानी ट्रेडिंग कम्पनी, 19, केशवजी नायक रोड, चिंच मुन्दर, मुम्बई-9 नामक स्थापना से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(277)/70-पी० एफ०-2(i)]

S.O. 2463.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Meswani Trading Company, 19, Keshavji Naik Road, Chinch Bunder Bombay-9 for the purposes of the said proviso.

[No. 8(277)/70-PF.II(ii).]

का० आ० 2463.—कर्मचारी भविष्य निधि तथा परिवार पेन्सन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा मेसर्स मेसवानी ट्रेडिंग कम्पनी, 19, केशवजी नायक रोड, चिंच बन्दर, मुम्बई-9 नामक स्थापन को प्रथम जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8(277)/70-पी० एफ० 2 (ii)]

S.O. 2464.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Anil Textiles, 19, Keshavji Naik Road, Chinch Bunder, Bombay-9 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(283)/70-PF,II(i).]

का० आ० 2464—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स अनिल टेक्सटाइल्स, 19, केशवजी नायक रोड, चिंच बन्दर मुम्बई-9 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवारपेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8(283)/70-पी० एफ०-2-(i)]

S.O. 2465.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Anil Textiles, 19, Keshavji Naik Road, Chinch Bunder, Bombay-9 for the purposes of the said proviso.

[No. 8(283)/70-PF,II(ii).]

का० आ० 2465—कर्मचारी भविष्य निधि और परिवारपेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा मेसर्स अनिल टेक्सटाइल्स, केशवजी नायक रोड, चिंच बन्दर, मुम्बई-9 नामक स्थापन को 1 जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8 (283) 70-पी० एफ०-2 (ii)]

S.O. 2466.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Surat District Co-operative Milk Producers Union Limited, Sumuldan Factory, Chalthan, District Surat, Gujarat have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund, Act, 1952 (19 of 1952), should be made applicable to the said establishment,

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty-first day of March, 1971.

[No. 8(289)/70-PF.II(i).]

का० आ० 2466.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स सूरत जिला सहकारी दुग्ध निर्माता संघ लिमिटेड, सुमुलदान कारखाना, चलयान, जिला सूरत, गुजरात नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः अब, अधिनियम को धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के मार्च, के इक्कीसवें दिन को प्रवृत्त होगी।

[सं० 8 (289)/70-पी० एफ०-1(i)]

S.O. 2467.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st March, 1971 the establishment known as Messrs Surat District Co-operative Milk Producers Union Limited, Sumuldan Factory, Chalthan, District Surat, Gujarat for the purposes of the said proviso.

[No. 8(289)/70-PF.II(ii).]

का० आ० 2467.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स सूरत जिला सहकारी दुग्ध निर्माता संघ लिमिटेड, सुमुलदान कारखाना, चलयान, जिला सूरत गुजरात नामक स्थापन को 31 मार्च, 1971 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8 (289)/70-पी० एफ०-2 (ii)]

S.O. 2468.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Coventry Tea and Engineering Company Private Limited, 23, Ganesh Chandra Avenue, Calcutta-13 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1969.

[No. 8(279)/70-PF.II.]

का० आ० 2468.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स कांवेन्टरी टी एंड इंजीनियरिंग कंपनी प्राइवेट लिमिटेड, 23, गणेश चन्द्र एवन्यू, कलकत्ता-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहियें।

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के दिसम्बर के इक्कीसवें दिन को प्रवृत्त हुई समझी जायेगी।

[सं० (827) 970-पी० एफ०-2]

S.O. 2469.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Tatakem Co-operative Stores Limited, Mithapur, District Jamnagar have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty-first day of May, 1971.

[No. S. 35019/13/71-PF-II.]

का० आ० 2469—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स टाटाकेम कोऑपरेटिव स्टोर्स लिमिटेड, मिथापुर, जिला जामनगर नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 मई के इक्कीसवें दिन को प्रवृत्त होगी।

[संख्या एस० 35019(13)/71-पी० एफ० 2]

S.O. 2470.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Railway Employees' Consumers Co-operative Society Limited, Bangalore-23 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1970.

[No. 8(266)/70-PF.II.]

का० आ० 2470—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स रेलवे एम्प्लायीज कन्ज्यूमर्स कोऑपरेटिव सोसायटी लिमिटेड, बंगलूर-23 नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के अक्टूबर के प्रथम दिन को प्रवृत्त हुई समझी जायेगी।

[संख्या 8(266)/70-पी० एफ०-2]

S.O. 2471.—Whereas it appears the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dipti Textile, Krishna Kunj, Flat No. 21, 7th Floor, Walkeshwar, Bombay-6 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(280)/70-PF-II(i).]

का० आ० 2471—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स दिप्ति टेक्सटाइल, कृष्ण कुंज, फ्लैट सं० 21, सातवीं मंजिल, वाकेश्वर, मुम्बई-6 नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जायेगी :

[संख्या 8(280)/70-पी० एफ० 2(i)]

S.O. 2472.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Dipti Textile, Krishna Kunj, Flat No. 21, 7th Floor, Walkeshwar, Bombay-6 for the purposes of the said proviso.

[No. 8(280)/70-PF-II(ii).]

का० आ० 2472—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स दिप्ति टेक्सटाइल, कृष्ण कुंज, फ्लैट सं० 21, सातवीं मंजिल, वाकेश्वर, मुम्बई-6 नामक स्थापन को प्रथम जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिये विनिर्दिष्ट करती है।

[सं० 8(280)/70-पी० एफ० 2(ii)]

S.O. 2473.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Amul Opticians, 666/1, Gandhi Road, Ahmedabad have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1969.

[No. 8(272)/70-PF-II.]

का० आ० 2473—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स अमूल ऑप्टीशियन्स, 666/1, गांधी रोड, अहमदाबाद नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के दिसम्बर, के इकत्तीसवें दिन प्रवृत्त हुई समझी जाएगी।

[सं० 8(272)/70-पी० एफ०-2]

S.O. 2474.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Everest Engineering Industries, Plot B-26 Road 22, Industrial Estate Wagle Wadi, Thana have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the Twenty-eighth day of February, 1970.

[No. 8(273)/70-PF.II.]

का० आ० 2474.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स एवेरेस्ट इंजीनियरिंग इंडस्ट्रीज, प्लॉट बी-26 रोड 22, इंडस्ट्रियल एस्टेट बागले वाडी, थाना नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की फरवरी के अट्ठाइसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(273)/70-पी० एफ०-2]

S.O. 2475.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jubela Marine Corporation, Mon Repos, Arthur Bunder Road, Colaba, Bombay-5 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1970.

[No. 8(278)/70-PF.II(i).]

का० आ० 2475.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स जुबेला मेरिन कार्पोरेशन, मान रेपोस, आर्थर बन्डर रोड, कोलाबा, मुम्बई-5 नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(278)/70-पी० एफ०-2(i)]

S.O. 2476.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st April, 1970 the establishment known as Messrs Jubela Marine Corporation, Mon Repos, Arthur Bunder Road, Colaba, Bombay-5 for the purposes of the said proviso.

[No. 8(278)/70-PF.II(ii).]

का० आ० 2476.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा जुबेला मेरिन कारपोरेशन, मान रेपास, आर्थर बन्दर रोड, कोलाबा, मुम्बई-5 नामक स्थापन को प्रथम अप्रैल, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या 8/278/70-पी० एफ०-2 (ii)]

S.O. 2477.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Golden Stand Oil, Ishwarbhai Patel Road, Goregaon (East), Bombay-63 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of March, 1970.

[No. 8(268)/70-PF.II.]

का० आ० 2477.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स गोल्डन स्टैंड आयल, ईश्वर भाई पटेल रोड, गोरेगांव (पूर्व), मुम्बई-63 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के मार्च, के इक्कीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(268)/70-पी० एफ०-2]

S.O. 2478.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dental Corporation of India (Porcelain Teeth Division), 187-A, S.V. Road, Bombay-58 including head office at Hamam House, First Floor, Hamam Street, Fort, Bombay-1 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

This notification shall be deemed to have come into force on the first day of tion 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(269)/70-PF.II.]

का० आ० 2478.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स डेन्टल कारपोरेशन आफ इंडिया (पोर्सलेन टीथ डिवीजन), 187-ए, एस० वी० रोड, मुम्बई-58 नामक स्थापन, जिसमें इसका हमाम हाउस, पहली मंजिल, हमाम स्ट्रीट, फोर्ट, मुम्बई-1 स्थित प्रधान कार्यालय सम्मिलित है, से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8(269)/70-पी० एफ०-2]

S.O. 2479.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Nihalchand Shantikumar, Malgodown, Post Office College Square, Cuttack-3, Orissa have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of May, 1970.

[No. 8(270)/70-PF.II]

का० आ० 2479.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स निहालचन्द शान्तिकुमार, मालगोदाम, डाकिबर कालेज स्क्वेयर, कटक-3, उड़ीसा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की मई के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(270)/70-पी० एफ०-2]

S.O. 2480.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sambandam Engineering Works (Private) Limited, 145A, Patel Road, Coimbatore-9 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1971.

[No. S. 35019/4/71-PF.II(i).]

का० आ० 2480.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स सम्बन्धम इंजीनियरिंग वर्क्स (प्रा०) लिमिटेड, 145 ए, पटेल रोड, कोयम्बटूर-9 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी

भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिये।

अतः अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जायेगी।

[सं० एस०-35019(4)/71-पी० एफ० 2 (i)]

S.O. 2481.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1971 the establishment known as Messrs. Sambandam Engineering Works (Private) Limited, 145A, Patel Road, Coimbatore-9 for the purposes of the said proviso

[No. S.35019/4/71-PF.II(ii).]

का० आ० 2481.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसविषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स सम्बन्धम इंजीनियरिंग वर्क्स (प्रा०) लिमिटेड, 145-ए, पटेल रोड, कोयम्बटूर-9 नामक स्थापन को 1 जनवरी, 1971 से उक्त परन्तुक के प्रयोजनों के लिये विनिर्दिष्ट करती है।

[सं० एस०-35019(4)/71-पी० एफ०-2 (ii)]

S.O. 2482.—Whereas Messrs. Mahindra Owen Limited, 148 Bombay Poona Road, Pimpri, Poona-18 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, Inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.

2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.

3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.

5. (Statutory Fund) or the Provident Fund where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.

6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952

7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.

8. No amendment of the rules of the provident fund shall be made without the previous approval of the Regional Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. 11/38/70/PF-II]

का० आ० 2482.—यतः मेसर्स महिन्दर, ओवन लिमिटेड, 148 मुम्बई, पूना रोड, पिम्परी, पूना 18 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के खंड (क) के अधीन छूट देने के लिये आवेदन किया है ;

और यतः केन्द्रीय सरकार की राय में अभिदाय की दरों की बाबत उक्त स्थापन के भविष्य निधि नियम उसके कर्मचारियों के लिये उन नियमों से कम अनुकूल नहीं है जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट हैं, और कर्मचारी भविष्य निधि की अन्य प्रसुविधाओं पर रहे हैं जो कर्मचारियों के लिये कुल मिलाकर उन प्रसुविधाओं से कम अनुकूल नहीं हैं, जो उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के संबंध में उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, 1952 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन दी जाती है ;

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, केन्द्रीय सरकार उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्द्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि —

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो, यदि यह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गये

होते, तत्समय देय वेतन के (आधारिक मजदूरी, मंहगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उस पर अनुज्ञेय खाद्य रियायत का नकद मूल्य) 0.09 (शून्य दशमलव शून्य नौ) प्रतिशत की दर से निरीक्षण-प्रभार मासान्त के पन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देगा ;

(ख) उक्त नियोजक भविष्य निधि अभिदायों को, केन्द्रीय सरकार द्वारा समय-समय पर निकाले गये निदेशों के अनुसार, विनिहित करेगा ।

अनुसूची

1. नियोजक प्रादेशिक भविष्य निधि आयुक्त को वे विवरणियां भेजेगा जिन्होंने केन्द्रीय सरकार समय-समय पर विहित करे ।
2. नियोजक प्रत्येक कर्मचारी को वार्षिक लेखा विवरण या पास बुक भेजेगा ।
3. निधि के प्रशासन, जिसमें लेखाओं का बनाये रखना लेखाओं और विवरणियों को भेजा जाना, संचयों का अन्तरण, निरीक्षण-प्रभारों आदि का संदाय सम्मिलित है, में अन्तर्बलित सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।
4. नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जाएगा तब कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य-मुख्य बातों का अनुवाद भी प्रदर्शित करेगा ।
5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट-प्राप्त किसी अन्य स्थापन की भविष्य निधि का पहले ही से सदस्य है, उसके स्थापन में नियोजित होता है तो नियोजक स्थापन की निधि के सदस्य के रूप में उसकी नाम तुरन्त ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संचयों को स्वीकार करके उन्हें उसके खाते में जमा करेगा ।
6. यदि उस वर्ग के स्थापनों के लिये, जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 के अधीन बढ़ा दी जाये तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रमुविधाएं उन प्रमुविधाओं से कम अनुकूल न हो जाएं जिनकी व्यवस्था कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 के अधीन है ।
7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलन-पत्र हर वर्ष प्रादेशिक भविष्य निधि आयुक्त की वर्षान्त के तीन मास के भीतर भेजेगा ।
8. भविष्य निधि नियमों में कोई भी संशोधन भविष्य निधि आयुक्त के पूर्व अनुमोदन बिना नहीं किया जाएगा । जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ना संभाव्य हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

[सं० 11/38/70-मी० एफ० 2]

S.O. 2483.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gujarat Yarn and Textile Agents Boghawadi, Station Road, Surat have agreed that the provisions of the Employee's Provident Funds and Family Pension Fund Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty first day of May, 1971.

[No. S.35019/12/71-PF.II.]

DALJIT SINGH, Under Secy.

का० आ० 2483.—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गुजरात यार्न एण्ड टेक्सटाइल एजेंट्स बोधावाडी, स्टेशन रोड, सूरत नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

[अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है :

यह अधिसूचना 1971 की मई के इक्कीसवें दिन को प्रवृत्त होगी।

[सं० एस०-35019(12)/71-पी० एफ०-2]

दलजीत सिंह, अवर सचिव।

(Shram Aur Rozgar Vibhag)

New Delhi, the 8th June 1971

S.O. 2484.—In exercise of the powers conferred by sub-section (3) of section 46 of the Mines Act, 1952 (35 of 1952), the Central Government hereby varies in respect of Chetti Chavadi Jaghir Magnesite Mines belonging to Messrs Dalmia Cement (Bharat) Limited, the hours of employment above ground of women from those specified in the said section to 6 A.M. to 10 P.M. Provided that—

- (a) the women workers are engaged solely for the purpose of removing the spoil heaps;
- (b) proper supervision is provided during all the time the women workers are at work;
- (c) adequate lighting is provided at the place of their work; and
- (d) the women workers are provided with suitable protective foot wear.

[No. 6/6/70-MI]

(श्रम और रोजगार मंत्रालय)

नई दिल्ली, 8 जून, 1971

का० आ० 2484.—खान अधिनियम, 1952 (1952 का 35) की धारा 46 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मैसर्स डाल्मिया सिमेन्ट (भारत) लिमिटेड की चेट्टी चावडी जघीर मैग्नेसाइट खान की बाबत स्त्रियों के भूमि के उपर नियोजन के उक्त धारा में विनिर्दिष्ट घंटों में फेरफार करके प्रातः 6 बजे से रात्रि के 10 बजे तक करती है :—

परन्तु यह तब जबकि—

- (क) स्त्री कर्मकार केवल फालतू मिट्टी के ढेरों के हटाने के प्रयोजन के लिए ही लगी हुई हो :

(ख) उस सारे समय में जब स्त्री कर्मकार काम कर रही हों, उचित पर्यवेक्षण की व्यवस्था की गई हो ;

(ग) उनके काम के स्थान पर पर्याप्त प्रकाश की व्यवस्था हो ; और

(घ) स्त्री कर्मकारों को उपयुक्त संरक्षाजूते दिये गये हों :

[सं० 6/6/70-एम. I]

New Delhi, the 10th June 1971

S.O. 2485.— In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby makes the following rules to amend the Office of the Chief Inspector of Mines (Allotment of Residences) Rules, 1968, namely:—

1. These Rules may be called the Office of the Chief Inspector of Mines (Allotment of Residences) Amendment Rules, 1971.

2. In the Office of the Chief Inspector of Mines (Allotment of Residences) Rules, 1968, (hereinafter referred to as the said Rules) for the words "Office of the Chief Inspector of Mines" and "Chief Inspector of Mines", wherever they occur, the words "Directorate General of Mines Safety" and "Director General of Mines Safety" shall respectively be substituted.

3. In clause (i) of rule 2 of the said Rules, for the words and figures "type II, type III or type IV", the words and figures "type III or type IV" shall be substituted.

4. For clause (n) of rule 2 of the said Rules, the following clause shall be substituted, namely:—

"(n) 'transfer' means a transfer from one office to another under the Directorate General of Mines Safety or to a post or service outside the Directorate General of Mines Safety".

5. In rule 3 of the said Rules—

(i) for the table below rule 3, the following table shall be substituted, namely:—

Type of residence	Category of officer or his monthly emoluments as on the first day of the allotment year in which the allotment is made.
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I	Less than Rs. 175/-
II	From Rs. 175/- to Rs. 349/-
III	From Rs. 350/- to Rs. 499/-
IV	From Rs. 500/- to Rs. 799/-
V	From Rs. 800/- to Rs. 1299/-
VI	From Rs. 1300/- to Rs. 2249/-
VII	Rs. 2250/- and above".

(ii) for the Note the following Note shall be substituted, namely :—

"NOTE:—If sufficient number of employees, who are eligible for a particular type of residence, are not available the quarters of that type will be offered initially to the eligible employees in the next higher type and only if there are no such applicants the quarters may be allotted to the other employees who are eligible for the next lower type of residences on the basis of their seniority in emoluments subject to the condition that if eligible employees are available within 6 months from the date of such allotment the residence so allotted shall be vacated by the allottee on allotment of suitable alternate accommodation of the entitled type".

[No. 38/3/69-M.I.

J. D. TEWARI, Under Secy.

नई दिल्ली, 10 जून, 1972

का० अा० 2485.-- मूल नियमों के नियम 45 के उपबन्धों के अनुसरण में, मुख्य खान निरीक्षक का कार्यालय (निवास का आवंटन) नियम, 1968 में संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. इन नियमों का नाम मुख्य खान निरीक्षक का कार्यालय (निवास का आवंटन) संशोधन नियम, 1971 होगा।
2. मुख्य खान निरीक्षक का कार्यालय (निवास का आवंटन) नियम, 1968 (जिन्हें इसमें इसके पश्चात् उक्त नियम कहा गया है) में "मुख्य खान निरीक्षक का कार्यालय" और "मुख्य खान निरीक्षक" शब्द के स्थान पर, जहां कहीं भी वे आते हैं, "महानिदेशालय, खान सुरक्षा" और "महानिदेशक, खान सुरक्षा" शब्द क्रमशः प्रतिस्थापित किए जाएंगे।
3. उक्त नियमों के नियम 2 के खण्ड (i) में "टाइप 2, टाइप 3 या टाइप 4" शब्दों और अंकों के स्थान पर "टाइप 3 या टाइप 4" शब्द और अंक प्रतिस्थापित किए जाएंगे।
4. उक्त नियमों के नियम 2 के खण्ड (ड) के स्थान पर निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात्:—
 "(ड) 'स्थानान्तरण' से महानिदेशक, खान सुरक्षा के अधीन एक कार्यालय से दूसरे कार्यालय को या महानिदेशालय खान सुरक्षा से बाहर किसी पद या सेवा पर स्थानान्तरण अभिप्रेत है।"
5. उक्त नियमों के नियम 3 में—
 (i) नियम 3 के नीचे की सारणी के स्थान पर निम्नलिखित सारणी प्रतिस्थापित की जाएगी, अर्थात्:—

निवास का टाइप	उस वर्ष के जिसमें आवंटन किया जाए, प्रथम दिन को अधिकारी का प्रवर्ग या उसकी मासिक उपलब्धियां
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1. 175/- रु० से कम
2. 175/- रु० से 349/- रु० तक
3. 350/- रु० से 399/- रु० तक
4. 500/- रु० से 799/- रु० तक
5. 800/- रु० से 1299/- रु० तक
6. 1300/- रु० से 2249/- रु० तक
7. 2250/- रु० और उससे अधिक

(ii) टिप्पण के स्थान पर निम्नलिखित टिप्पण प्रतिस्थापित किया जाएगा, अर्थात्—

"टिप्पण:— यदि वे कर्मचारी, जो विकास के किसी टाइप विशेष के पात्र हों, पर्याप्त संख्या में उपलब्ध न हों तो उस टाइप के क्वार्टर प्रारम्भ में ठीक उच्चतर टाइप के पात्र कर्मचारियों को देने के लिए प्रतिस्थापित किए जाएंगे और केवल

तभी जबकि ऐसे कोई आवेदक न हो त्वाटर अन्य ऐसे कर्मचारियों को जो निवास के ठीक निम्नतर टाइप के पात्र हों, उनकी उपलब्धियों के अनुसार ज्येष्ठता के आधार पर इस शर्त के अधीन रहते हुए आवंटित किए जा सकते हैं कि यदि ऐसे आवंटन की तारीख से 6 मास के भीतर पात्र कर्मचारी उपलब्ध हो जाएं तो इस प्रकार आवंटित निवास को आवंटिती द्वारा, उपयुक्त अनुकल्पी टाइप की, जिसका वह हकदार है, वास-सुविधा आवंटित कर दिए जाने पर, खाली कर दिया जाएगा।”

[संख्या 38/3/69-एम० 1]

जे० डी० तिवारी, अवर सचिव।

(Shram aur Rozgar Vibhag)

New Delhi, the 9th June 1971

S.O. 2486.—In pursuance of section 7 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), the Central Government hereby publishes the following report of the Fund's activities financed under the said Act, during the year ended the 31st day of March 1970, together with a statement of accounts for that year.

PART I

General.—The Iron Ore Mines Labour Welfare Fund has been constituted under the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), which provides for the levy and collection of cess on the production of iron ore for the financing of activities to promote the welfare of labour employed in the iron ore mining industry. The Act provides for the levy of a cess at a rate not exceeding 50 paise per metric tonne of iron ore produced. The present rate of levy is 25 paise per metric tonne. The Act is applicable to the whole of India except the State of Jammu and Kashmir. The Act was enforced with effect from 1st October, 1963, except in the Union Territory of Goa, Daman & Diu, where it came into force from 1st October, 1964.

2. The Welfare activities for which the proceeds of cess are to be utilised under the Act relate to improvement of public health and sanitation, the prevention of disease and the provision and improvement of medical facilities, water supply, and facilities for washing, provision and improvement of educational facilities, improvement of standards of living including housing and nutrition, amelioration of social conditions, provision of recreational facilities and the provision of transport to and from work.

3. As recommended by the Central Advisory Board at its Second Meeting held on the 16th January 1969, a Committee for the Development of Prototype Schemes for the benefit of iron ore mine workers of various regions was constituted with the Internal Financial Adviser of the Department of Labour and Employment as its Chairman. The Committee which included representative of employers and workers was to recommend Prototype Schemes suitable for implementation in the iron ore mining areas keeping in view the Schemes already in vogue under the Coal Mines Labour Welfare Fund and the Mica Mines Labour Welfare Fund and taking into consideration the needs of the people concerned and the resources available. The Committee which submitted its report on the 6th December, 1969 has recommended in all 18 Schemes—4 under Housing, 2 under Water Supply and 7 under Miscellaneous (Educational and Recreational etc.) Apart from these Schemes, the Committee has made certain other recommendations also. The Schemes as recommended by the Committee and the general recommendations are under consideration of the Government.

4. The following welfare measures have so far been undertaken by the Fund Organisation in various iron ore mining regions:—

(i) **Medical facilities.**—The Fund has made arrangements for the provision of a 10 bedded Emergency Hospital at Barajamda and also a mobile dispensary in the Bihar region, two primary Health Centres at Joda and Joruri in the

Orissa region, two mobile medical units—one for Redi Mine (Maharashtra) and the other for Rajhara Mines (Madhya Pradesh) and two mobile dispensaries in Mysore and one Mobile Dispensary in Goa region. An Ambulance-cum-Mobile Dispensary Van has also been placed at the disposal of M/s. N.M.D.C. Ltd. for the benefit of iron ore miners and their families of Bailadila Iron ore Project. Two mobile medical units—one for Bayyaram and another for Siddapuram (Andhra Pradesh) have also been sanctioned. Sanction was also accorded to the setting up of a 20 bedded Central Hospital in Goa region. Beds have also been reserved for the exclusive use of iron ore miners and their families suffering from T.B. who require sanatorium line of treatment in Bihar, Orissa and Goa and Madhya Pradesh regions. The number of beds now reserved in the Mahadevi Birla T. B. Sanatorium for treatment of iron ore miners is 39. Financial assistance for the iron ore miners and their families suffering from T.B. is also given by the Fund. Arrangements have also been made for the treatment of leprosy patients in the Mission Hospital at Purlia (Bihar). The Scheme for specialised eye treatment for iron ore mine workers was continued in the State of Madhya Pradesh. The X-Ray plant (100 M.A. capacity) installed in the Rajhara Mines Hospital at a cost of Rs. 34,060/- continued to function. Grants-in-aid were also given to mine owners in Madhya Pradesh and Orissa regions who maintained satisfactory dispensary services for the benefit of iron ore mine workers. Arrangements were also made for the treatment of iron ore mine workers suffering from mental diseases in Bihar region.

(ii) *Educational and Recreational facilities.*—Twenty eight Multi-purpose Institutes were functioning in the iron ore mining areas of the State of Orissa for providing recreational, educational and cultural activities. Out of the three Multipurpose Institutes sanctioned for the Goa region one started functioning. One such Institute was also sanctioned for Mysore region. Such Multi-purpose Institutes are also functioning in the Rajhara mining area of Madhya Pradesh and in the Redi region of Maharashtra. There is a Women-cum- Children section of the Multipurpose Institute already working in Barajamda, Bihar. Four such Sections were also sanctioned for Noamundi, Goa, Chiria and Kiriburu. There are Recreational Centres functioning in Mysore. In order to provide an opportunity to the iron ore miners to visit important places of educational, religious and cultural interest, excursion-cum-study tours were arranged by the Fund in Bihar, Madhya Pradesh and Goa regions. Grants-in-aid to mine owners for organising sports, games, tournaments, musical functions etc. on the eve of National Festivals were continued in Madhya Pradesh and Maharashtra regions. Scholarships were also being given to the children of iron ore miners.

(iii) *Exhibition of films.*—The Scheme of Exhibition of films to iron ore miners and their families was continued in Orissa, Madhya Pradesh and Goa regions.

(iv) *Holiday Homes.*—The Holiday Home functioning at Puri for the benefit of coal miners was also continued to be used for the benefit of iron ore mine workers. A Holiday Home was also started in Goa region.

(v) *Drinking water facilities.*—In view of the emphasis being laid on the speedy implementation of Water Supply Schemes, special steps were taken to sink wells in various regions. Ten wells were sunk in different regions. An amount of Rs. 30,750/- was sanctioned as Grant-in-aid to M/s. Hindustan Steel Limited, Bhilai for installation of pumping set with overhead tanks for supply of drinking water to the iron ore mine workers of Rajhara group of mines.

(vi) *Housing facilities.*—Construction of houses under the New Housing Schemes and the Low Cost Housing Schemes was in progress in various regions. The progress of construction was as follows:—

1. *Bihar.*—516 houses under the New Housing Scheme and 200 houses under Low Cost Housing Scheme were sanctioned. Of these 296 houses under New Housing Scheme and 30 houses under the Low Cost Housing Scheme have been completed.
2. *Orissa.*—237 houses under the New Housing Scheme and 10 houses under Low Cost Housing Scheme were sanctioned. Formal work orders for construction of 122 tenements costing Rs. 4,88,000/- were issued by the Fund.
3. *Mysore.*—233 houses under the New Housing Scheme were sanctioned for this region. Out of these 41 houses have already been completed and 59 houses are nearing completion.
4. *Madhya Pradesh.*—Out of 300 tubular houses sanctioned for Bailadila Region, 100 houses were completed. Sanction for construction of 100 houses of permanent structure was also issued. In Rajhara region, 294 houses under the New Housing Scheme were sanctioned.

5. Goa.—402 houses under the New Housing Scheme were sanctioned for the region; construction of these houses is in progress.

(vi) *Co-operative Stores*.—One Central Co-operative Store and 3 Primary co-operative stores out of 16 registered in the Orissa region continued to function. Besides, there is also a Central Consumers' Store functioning in Bihar with 4 primary Stores affiliated to the Central Store. In Mysore region, the Fund had granted a subsidy of Rs. 3,250/- and a share capital contribution of Rs. 4,500/- to one Consumer Co-operative Society started by one of the mine owners. A loan of Rs. 8,960/- was also sanctioned to one Consumer Co-operative Society in Goa region.

(ix) *Iron Ore Mines Fatal and Serious Accident Benefit Scheme*.—Financial assistance of Rs. 1,233 under the Scheme was given in the Union Territory of Goa, Daman and Diu. In the State of Madhya Pradesh also a sum of Rs. 462/- was incurred under the Scheme.

PART II

Statement of Accounts for the year 1969-70

	(Receipts (in Rs.))	Expenditure (in Rs.)
Opening balance as on 1st April, 1969	2,47,35,958	
Receipts during the year (+)	75,43,310	
Expenditure during the year (+)		45,14,997
Closing balance on 31st March, 1970		2,77,64,271
	3,22,79,268	3,22,79,268

(+) Figures provisional

Estimates of Receipts and Expenditure for the year 1970-71.

Estimated Receipts	Rs. 83,32,800
Estimated Expenditure	Rs. 76,97,100

[No. 9/3/70-MIH.]

C. R. NAIR, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली, 9 जून, 1971

का० आ० 2486.—लोह अयस्क खान श्रम कल्याण उपकर अधिनियम, 1961 (1961 का 58) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, मार्च 1970 के इक्कीसवें दिन को समाप्त होने वाले वर्ष के दौरान उक्त अधिनियम के अधिन विक्त घोषित अधि के कार्यकलापों की निम्नलिखित रिपोर्ट और साथ ही उस वर्ष के लेखाओं का विवरण एतद्द्वारा प्रकाशित करती है।

भाग-1

साधारण—लोह अयस्क खान श्रम कल्याण निधि, लोहा अयस्क खान श्रम कल्याण उपकर अधिनियम, 1961 (1961 का 58) के अधीन स्थापित की गई है जो लोह अयस्क खान उद्योग में नियोजित श्रमिकों के कल्याण में वृद्धि करने के लिए कार्यकलापों को वित्त घोषित करने के लिए लोह अयस्क पर उपकर के उद्ग्रहण और उसके संग्रहण की व्यवस्था करती है। अधिनियम में इस बात की व्यवस्था की गई है कि उत्पादित लोह श्रमिक के प्रति मेट्रिक टन पचास पैसे से अनधिक दर पर उपकर उद्ग्रहीत किया जाए। उद्ग्रहण की वर्तमान दर प्रति मेट्रिक टन 25 पैसे है। अधिनियम जम्मू कश्मीर

राज्य को छोड़ कर सम्पूर्ण भारत को लागू होगा। गोवा, दमण और दीव संघ राज्य जहाँ अधिनियम प्रथम अक्टूबर, 1964 को प्रवृत्त हुआ वहाँ को छोड़कर यह अधिनियम प्रथम अक्टूबर, 1963 से प्रवृत्त हुआ था।

2. जिन कल्याणकारी कार्यकलापों के लिए उपचार की रकम अधिनियम के अधीन प्रयुक्त की जानी है उनके अन्तर्गत लोक स्वास्थ्य और पकड़ी में सुधार करना, रोगों को रोकथाम करना और चिकित्सीय सुविधाओं, तल प्रदाय और घातों के लिए सुविधाओं की व्यवस्था करना और उनमें सुधार करना, शैक्षिक सुविधाओं की व्यवस्था तथा उसमें सुधार करना, सामाजिक स्थितियों में सुधार करना, आमोद-प्रमोद संबंधी सुविधाओं की व्यवस्था करना और काम पर आने जाने के लिए परिवहन की व्यवस्था करना है।

3. जैसा कि केन्द्रीय सलाहकार बोर्ड ने 16 जनवरी, 1969 को हुए अपने अधिवेशन में सिफारिश की थी, विभिन्न क्षेत्रों के लोह अयस्क खान कर्मचारियों के फायदे के लिए अधिरूप स्कीमों के विकास के लिए एक समिति श्रम और रोजगार विभाग के आन्तरिक वित्तीय सलाहकार और उसके अध्यक्ष से मिलकर बनाई गई थी। समिति को, जिसमें नियोजकों और कर्मचारियों के प्रतिनिधि सम्मिलित हैं, ऐसी अधिरूप स्कीमों की सिफारिश करना था जो कोयला खान श्रम कल्याण निधि और अभ्रवः श्रम कल्याण निधि के अधीन पहले ही से चालू स्कीमों की ध्यान में रखते हुए और संबंधित लोगों की आवश्यकताओं और उपलब्ध श्रोतों पर ध्यान रखते हुए लोक अयस्क खनन क्षेत्रों में क्रियान्वयन के लिए यथोचित हो। समिति ने, जिसने कि अपनी रिपोर्ट 6 दिसम्बर, 1969 को दी, कुल 18 स्कीम 4 अलावा के अन्तर्गत 5 स्वास्थ्य सुविधाओं के अन्तर्गत 2 जल प्रदाय के अन्तर्गत और 7 विविध (शैक्षिक और आमोद-प्रमोद आदि) प्रकार की स्कीमों की सिफारिश की है। इन स्कीमों के अलावा समिति ने कतिपय अन्य सिफारिश भी की है। जिन स्कीमों की समिति ने सिफारिश की है उन पर और साधारण सिफारिशों पर सरकार विचार कर रही है।

4. निधि संगठन ने विभिन्न लोह अयस्क खनन क्षेत्रों में निम्नलिखित कल्याणकारी कदम उठाए हैं।

(i) चिकित्सीय सुविधाएँ.—निधि से बढ़ा जायदा ये दस बिस्तरों के आपातकालीन अस्पताल की और बिहार क्षेत्र में भी चलते-फिरते औषधालय की, उड़ीसा क्षेत्र के जोड़ा और जोरुरी में दो प्राथमिक स्वास्थ्य केन्द्र की, दो चलती-फिरती चिकित्सीय यूनिट जिसमें एक रेड़ी खान (महाराष्ट्र) और दूसरी राजसरा खान (मध्य प्रदेश) के लिए तथा मैसूर में दो चलते-फिरते औषधालयों की और गोवा क्षेत्र में एक चलते-फिरते औषधालय की व्यवस्था की गई है। बैलाडीला लोह अयस्क प्रयोजनों में के लोह अयस्क खनिकों और उनके कुटुम्ब के फायदे के लिए एक एम्बुलेंस-एव-चलती-फिरती औषधालय गाड़ी मेसर्स एन० एम० डी० सी० लिमिटेड के नियंत्रण गाड़ी में भी रखी गई है। दो चलती-फिरती चिकित्सीय यूनिट जिसमें से एक बायाराम के लिए और दूसरी सिद्धीपुरम (आंध्र प्रदेश) के लिए भी मंजूर की जा चुकी है। गोवा क्षेत्र में बीस बिस्तरों वाले केन्द्रीय चिकित्सालय की स्थापना के लिए भी मंजूरी दी गई। टी० बी० से पीड़ित लोह अयस्क खनिक और उनके कुटुम्ब जिनका सेनिटोरियम में रख कर उपचार करना अपेक्षित हो पूरी तरह से उन्हीं के इस्तेमाल के लिए बिहार उड़ीसा और गोवा और मध्य-प्रदेश क्षेत्रों में भी बिस्तर आरक्षित रखे गए हैं। लोह अयस्क खनिकों के उपचार के लिए महादेवी बिड़ला टी० बी० सेनिटोरियम में आरक्षित बिस्तरों की संख्या अब 39 हो गई है। टी० बी० से पीड़ित लोह अयस्क खनिक और उनके कुटुम्ब के लिए वित्तीय सहायता निधि से भी दी जाती है। कुष्ठ-मरीजों के उपचार के लिए इंतजाम पुरालिया (बिहार के मिशन अस्पताल में कर दिया गया है। लोह अयस्क बर्मबारा के लिए आंच के विशिष्ट-उपचार की स्कीम मध्य-प्रदेश राज्य में बनाए रखी गई। राजसरा खान अस्पताल में 34,060 रु० की लागत पर लगाया गया एक्स-रे संयंत्र (100 एम० ए० की क्षमता वाला) लगातार कार्य करता रहा है। मध्य प्रदेश में उन खान स्वामियों की भी अनुदान सहायता दी गई थी जिन्होंने लोह

अयस्क खान कर्मचारी की सुविधा के लिए समाधानप्रद रूप से औषधालय सेवाएं बनाए रखी थी। मानसिक रोग से पीड़ित लोह अयस्क खान कर्मचारियों के उपचार की व्यवस्था बिहार क्षेत्र में भी की गई।

(ii) **शैक्षिक और आमोद-प्रमोद संबंधी सुविधाएं**—आमोद-प्रमोद, शैक्षिक और सांस्कृतिक कार्यक्रमों की व्यवस्था करने के लिए अठारह बहुउद्देशीय संस्थाएं उड़ीसा राज्य के लोह अयस्क खान क्षेत्रों में कार्य कर रही थी। गोवा क्षेत्र के लिए मंजूर की गई तीन बहुउद्देशीय संस्थाओं में से एक ने कार्य करना आरम्भ कर दिया है। ऐसी ही एक संस्था मैसूर क्षेत्र के लिए भी मंजूर की गई थी। ऐसी बहुउद्देशीय संस्थाएं मध्य प्रदेश के राजरा खनन क्षेत्र में और महाराष्ट्र के रेड़ी क्षेत्र में भी कार्य कर रही हैं। बहुउद्देशीय संस्था का महिला-एवं शिशु सेक्शन पहले ही से राजरा, बिहार में कार्य कर रहा है। ऐसे चार सेक्शन नौमण्डी, गुआ, चिथिया और किरौ-बूरा के लिए भी मंजूर किए गए थे। मैसूर में कार्य कर रहे चार आमोद-प्रमोद केन्द्र हैं। लोह अयस्क खानों की शैक्षिक, धार्मिक और सांस्कृतिक महत्व के स्थानों का दर्शन कराने का अवसर उपलब्ध कराने की दृष्टि से बिहार, मध्य प्रदेश और गोवा क्षेत्रों में निधि में से भ्रमण-एवं अध्ययन पर्यटनों की व्यवस्था की गई। राष्ट्रीय दिवसों पर खेल-कूद, खेल, टूरामिन्ट, संगीत के कार्यक्रम आदि का आयोजन करने के लिए खान के स्वामियों को मध्य प्रदेश और महाराष्ट्र क्षेत्रों में सहायता-अनुदान दिया जाता रहा। लोह अयस्क खानों के बच्चों की छात्रवृत्तियों भी दी जा रही हैं।

(iii) **चल-चित्रों का प्रदर्शन**—उड़ीसा, मध्य प्रदेश और गोवा क्षेत्रों में लोह अयस्क खानों और उनके कुटुम्बियों को चल-चित्र दिखाने की स्कीम चालू रही।

(iv) **अवकाश-गृह**—कोयला खानों की सुविधा के लिए पुरी में कार्य कर रहे अवकाश-गृह लोह अयस्क खान कर्मचारियों की सुविधा के लिए भी इस्तेमाल में लाया जाया रहा था। एक अवकाश-गृह गोवा क्षेत्र में भी आरम्भ किया गया।

(v) **पीने के पानी की सुविधाएं**—इस बात का ध्यान रखते हुए कि जल प्रदाय स्कीमों के कार्यान्वयन पर जोर दिया जाता रहे, विभिन्न क्षेत्रों में क्यूओं की गलाई के लिए विशेष बजट उठाए गए थे। भिन्न भिन्न क्षेत्रों में दस क्यूएं गलाई गए थे। राजरा समूह की खानों के लोह अयस्क कर्मचारियों को पेय जल के प्रदाय के लिए मेसर्स हिन्दुस्तान स्टील लिमिटेड की उपरी टंकी के साथ पम्पिंग सेट लगाने के लिए सहायता-अनुदान के रूप में 30,750 रु० की रकम मंजूर की गई थी।

(vi) **आवास सुविधाएं**—विभिन्न क्षेत्रों में नई आवासीय स्कीमों और अल्प लागत आवासीय स्कीमों के अन्तर्गत आवास-गृहों का संनिर्माण प्रगति पर था। संनिर्माण की प्रगति निम्न प्रकार से थी:—

1. **बिहार**—नई आवासीय स्कीम के अन्तर्गत 516 आवास-गृह और अल्प लागत आवासीय स्कीम के अन्तर्गत 200 आवास-गृह मंजूर किए गए। इनमें से नई आवासीय स्कीम के अन्तर्गत 296 और अल्प लागत आवासीय स्कीम के अन्तर्गत 30 आवास-गृह का संनिर्माण पूरा हो चुका है।

2. **उड़ीसा**—नई आवासीय स्कीम के अन्तर्गत 237 आवास-गृह और अल्प लागत आवासीय स्कीम के अन्तर्गत 10 आवास-गृह मंजूर किए गए। निधि से 4,88,000 रु० की लागत पर 122 गृहों के संनिर्माण के लिए औपचारिक कार्य आदेश जारी किए गए।

3. **मैसूर**—नई आवासीय स्कीम के अन्तर्गत 233 आवास-गृह इस क्षेत्र के लिए मंजूर किए गए इनमें से 41 आवास-गृहों का संनिर्माण पूरा हो चुका है और 59 आवास-गृहों का लगभग पूरा होने वाला है।

4. मध्य-प्रदेश—बैलाडीला क्षेत्र के लिए मंजूर 300 नालीवादार आवास-गृहों में से 100 आवास-गृहों का संनिर्माण पूरा हो चुका है। स्थायी संरचना वाले 100 आवास-गृहों के संनिर्माण के लिए भी मंजूरी दे दी गई है।

राझरा क्षेत्र में, नई आवासीय स्कीम के अन्तर्गत 294 आवास-गृह मंजूर किए गए।

5. गोवा—नई आवासीय स्कीम के अन्तर्गत 402 आवास-गृह इस क्षेत्र के लिए मंजूर किए गए। इन आवास-गृहों का संनिर्माण कार्य प्रगति पर है।

(vi) सहकारी भण्डार—उड़ीसा क्षेत्र में रजिस्ट्री हुत 16 में से एक केन्द्रीय सहकारी भण्डार और 3 प्राथमिक सहकारी भण्डार कार्य करते रहे हैं। इसके अलावा, एक केन्द्रीय उपभोक्ता भण्डार भी है जो केन्द्रीय भण्डार से सम्बद्ध चार प्राथमिक भण्डारों के साथ बिहार में कार्य कर रहा है। मैसूर क्षेत्र में, खान के स्वामियों में से एक के द्वारा आरम्भ की गई एक उपभोक्ता सहकारी समिति को 3,250 रु० की साह्यकी और 4,500 रु० की पूजा शेयर अंशदान निधि से मंजूर किया गया। गोवा क्षेत्र में उपभोक्ता सहकारी समिति को 8,960 रु० का उधार भी मंजूर किया गया।

(vii) लोह अस्क खान प्रागतिक और गम्भीर दुषटना प्रवृत्ति स्कीम]—

गोवा, दमण, और दीव के संव राज्य क्षेत्र में स्कीम के अधीन 1,233 रु० की वित्तिय सहायता दी गई। मध्य-प्रदेश राज्य में भी स्कीम के अधीन 462 रु० की राशि खर्च की गई थी।

भाग 2]

1969-70 वर्ष के लिए लेखाओं का विवरण,

	प्रतिश (रुपयों में)	व्यय (रुपयों में)
1 अप्रैल, 1969 आरम्भ अतिशेष	2,47,35,958	
वर्ष के दौरान प्राप्ति (+)	75,43,310	
वर्ष के दौरान व्यय (+)		45,14,997
31 मार्च, 1970 को अंत अतिशेष		2,77,64,271
(+) अन्तिम प्रांकड़े—	3,22,79,268	3,22,79,268

भाग 3]

1970-71 के लिए प्राप्ति और व्यय के प्राक्कलन

प्राक्कलित प्राप्ति या	83,32,800 रु०
प्राक्कलित व्यय	76,97,100 रु०

[सं० 9/3/70-एम 3]

सी० आर० नाथ, अवर सचिव।

(Shram Aur Rozgar Vibhag)

New Delhi, the 11th June, 1971

S.O. 2487.—Whereas by the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 76, dated the 15th December, 1970, the Central Government, being satisfied that the public interest so required, had declared the industry for the supply of milk under the Delhi Milk Scheme to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (14 of 1947), for a period of six months from the 22nd December, 1970.

And whereas the Central Government is of opinion that public interest requires the extension of the said period;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby declares the said industry to be a public utility service or the purposes of the said Act, for a further period of six months from the 22nd June, 1971.

[No. F.S. 11025/14/71-LR.I]

(श्रम, और रोजगार विभाग)

नई दिल्ली, 11 जून, 1971

का.आ. 2487.—यतः केन्द्रीय सरकार ने, यह समाधान हो जाने पर कि लोक हित में ऐसा अपेक्षित था, भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं. का.आ. 76 तारीख 15 दिसम्बर, 1960 द्वारा दिल्ली दुग्ध स्कीम के अधीन दुग्ध क प्रदाय के लिए उद्योग को औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के प्रयोजनों के लिए 22 दिसम्बर, 1970 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और यतः केन्द्रीय सरकार की राय है कि लोक हित में उक्त कालावधि का बढ़ाया जाना अपेक्षित है)

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त उद्योग को उक्त अधिनियम के प्रयोजन के लिए 22 जून, 1971 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11025/14/71-एन०/आर०-1]

टी. क. रामचन्द्र, अवर सचिव।

New Delhi, the 16th June 1971

S.O. 2488.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on the 10th June, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 37 OF 1971

PARTIES:

Employers in relation to the State Bank of Bikaner and Jaipur,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES :

On behalf of Employers—Sri H. C. Chhabra, Dy. Superintendent of Staff at Head office.

On behalf of Workmen—Sri A. D. Singh, Executive Committee Member of the trade union.

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order No. 23/125/70/LRIII, dated February 16, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the State Bank of Bikaner and Jaipur and their workmen to this Tribunal, for adjudication:

"Whether the action of the management of State Bank of Bikaner and Jaipur, Calcutta in relieving Shri Satrugan Singh, of his duties as Cash Peon carrying a special allowance and transferring him to a post which did not carry special allowance with effect from the 25th June, 1970 is justified? If not, to what relief is he entitled and from what date?"

2. The State Bank of Bikaner and Jaipur and the workers' union both filed their respective written statement. In paragraph 1 of the written statement filed on behalf of the Bank it was pleaded:

"Under a special Statute the Bank of Jaipur was taken over by the State Bank of Jaipur and by a scheme approved by the Central Government the State Bank of Jaipur was taken over by the State Bank of Bikaner w.e.f. 1st January, 1963 and the late Bank was renamed as STATE BANK OF BIKANER AND JAIPUR from the aforesaid date."

Nothing was produced before me in proof of the aforesaid statement. I am, however, proceeding on the basis that the Bank of Jaipur Limited was taken over by the State Bank of Jaipur and the State Bank of Jaipur in its turn was taken over by or amalgamated with the State Bank of Bikaner, under some scheme and renamed as State Bank of Bikaner and Jaipur.

3. It is not disputed that the concerned workman, Satrugan Singh, was recruited as a peon by the Bank of Jaipur Limited, on March 1 1950. He is now working as a peon in the Bank's Brabourne Road branch at Calcutta. In paragraph 2 of the written statement the Bank admits:

"Shri Satrugan Singh was attached to the Despatch Section of the branch in 1965. Shri Satrugan Singh was required amongst routine duties of a peon to carry Bank's *dak* to the post office for being mailed. As and when stamps were required to be purchased by despatcher, necessary funds were advanced to him and he used to sign on the reverse of the relevant voucher. The despatcher made over the amount to Shri Satrugan Singh for bringing the stamps from the post office. As no claim was made by the peon for the performance of the above duties, Shri Satrugan Singh continued to discharge these duties. A claim for payment of special allowance was made by the petitioner Union in 1969. But the Bank was of the view that the performance of said duties did not attract payment of special allowance in as much as the occasions for handling cash for the purchase of stamps were one or two in a month, which could be considered as occasional performance for which no allowance is payable under the Bipartite Settlement. In view of the above conciliation proceedings failed before the Asstt. Labour Commissioner, Calcutta. However on reconsideration of the matter Shri Satrugan Singh was paid in lump sum of Rs. 608.07 for the period of his claim viz. 1st July, 1966 to 31st March, 1970 on 6th April, 1970. A proper review of the circumstances in which this lump sum amount by way of settlement for the period as aforesaid was paid indicates that none of the parties had in mind or had reason to believe that this was a permanent arrangement in regard to the entrustment of duties of the above nature nor there was an intention to bestow a permanent status of Cash-peon on Shri Satrugan Singh. It cannot therefore be said that Shri Satrugan Singh had attained the status of a permanent Cash Peon and entitled to the allowance on permanent basis. The lump sum paid to Shri Satrugan Singh was in satisfaction of his claim and not in pursuance of the provision of para 5.10 of the Bipartite Settlement."

The further case of the Bank is that under an understanding arrived at between the employees' union and the Bank, it became a practice to entrust duties attracting special allowance on seniority-cum-suitability basis. Accordingly, after satisfying the claim of Satrugan Singh for the period July 1, 1966 to March 31, 1970, it became necessary to entrust such duties to the seniormost amongst the peons, who was not drawing any special allowance. The matter could not be finalised because Satya deo Pandey and Ram Sagar Tewari, who were both senior to Satrugan Singh, happened to have been appointed on the very same day, that is to say on February 19, 1948, and the Bank failed to decide to which one of the two the special allowance should go. In the meantime, the Bank allowed Jagannath Singh, who was the other peon in the despatch section, to discharge the duties temporarily. The Bank pleaded that Satrugan Singh went on leave after receipt of the special allowance, in jump, and on his return he was posted to the clearing and draft section. This is in substance the written statement of the Bank.

4. According to the written statement filed on behalf of the workmen, it was pleaded that Satrugan Singh was first appointed in the month of January, 1950. Since January 1965 he was attached to the Despatch section and was entrusted with duties which entitled him to a special allowance of Rs. 7 per month under the Settlement between the Banks' management and their workmen of October 19, 1966 (later on increased to Rs. 10 under settlement of October 12, 1970), hereinafter referred to as the Bipartite Settlement. The further case pleaded on behalf of the workmen was that Satrugan Singh demanded special allowance at the rate of Rs. 7 per month and the Bank paid a sum of Rs. 608.08 to him in satisfaction of his claim from July 1, 1966 to March 31, 1970. He was further allowed to carry on the aforesaid duties upto June 24, 1970 and thereafter the duties were withdrawn from him with effect from June 25, 1970, "in order to deprive him of the benefits of the said special allowances". In paragraph 6 of the written statement it was pleaded:

"That the action of the management in relieving Shri Singh of his duties as cash peon is an act of victimisation as he was a permanent incumbent and was approved by the H.O. of the Bank, and the Bank has no right to withdraw the duties at this stage."

5. In order to understand the nature of the dispute, I need remind myself of some of the provisions of the Bipartite Settlement regarding special allowance. In Chapter V, paragraph 5.3 of the Bipartite Settlement it was provided:

"5.3 In supersession of paragraph 5.326 of the Desai Award the Special Allowances payable to members of the subordinate staff, for duties/responsibilities as listed in Part II of Appendix B hereto, shall be as follows:

(In Rupees per month)

Categories of workmen	Class of Brnks		
	A	B	C
(i) ***			
(ii) ***			
(iii) ***			
(iv) Cash Peons	7	6	4
(v) ***			
(vi) ***			
(vii) ***			
(viii) ***			
(ix) ***			
(x) ***			
(xi) ***			
(xii) ***			
(xiii) ***			

I need also bear in mind the provisions of paragraph 5.4 and 5.8 of the Bipartite Settlement, under the heading "General Rules" which provide:

"5.4: The Special Allowances prescribed in Clauses 5.2 and 5.3 above shall be payable subject to the provisions hereinafter contained in this Chapter.

5.8: A workman will be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed

against the category, irrespective of his designation/nomenclature or any general authority vested in him."

6. The admitted case in this reference is that in spite of all that was said and done, and in spite of reluctance on the part of the Bank, the concerned workman was paid the special duty allowance upto March 31, 1970. Thereafter, the workman claimed to have worked in the cash department upto June 24, 1970 and alleged that the management withdrew the cash peon's duty from him with effect from June 25, 1970.

7. The story of having worked upto June 24, 1970 is not proved. The workman himself deposed before this Tribunal and in answer to certain questions put by the Tribunal replied:

"In April 1970, I went to leave for 20 or 21 days. During the period of leave I got my wages. When I was on leave, apart from wages I did not get anything more. During leave, I fell ill and had my leave extended by one month after the expiry of the first period. Even thereafter, I took another extension of leave for 20 or 21 days. Thereafter, I rejoined my duties but I do not remember on which date."

The above evidence will go to show that the concerned workman was not working after March 31, 1970 but was on leave.

8. Now, the question for my consideration is whether it was within the competence of the Bank to deprive the workman of the special allowance. The definition of wages under Section 2(rr) of the Industrial Disputes Act includes "allowance (including dearness allowance) as the workman is for the time being entitled to". It was contended that the special allowance was part of the wages of the workman and he could not be suddenly deprived of part of his wages by being transferred from the Despatch section to the Clearing and Draft section. This argument necessitates an examination of the nature of the special allowance payable to the workman under the Bipartite Settlement. The opening words of paragraph 5.3 of the Bipartite Settlement will indicate that the special allowance is "payable to members of subordinate staff for duties and responsibilities". Special allowance is thus basically a duty allowance. It cannot be claimed by a workman who does not perform the exact duties for which such special allowance has been prescribed.

9. In the instant case, the work in the Clearing and Draft section does not entitle a workman to any special allowance. In order to overcome this difficulty it was contended, that a workman who was earning a special allowance in a particular position must not be transferred from that position and thereby made to lose his special allowance, which was part of his wages. This argument cannot be sustained. The law as regards transfer from one department to another or from one office to another was several times restated by the Supreme Court. In *Canara Banking Corporation Limited vs Vittal* (1963) II L.L.J. 354, the Supreme Court observed (Das Gupta, J speaking):

"The management of the Bank is in the best position to judge how to distribute its man power and whether a particular transfer can be avoided or not. It is not possible for industrial tribunals to have before them all the materials which are relevant for this purpose and even if these could be made available, the tribunals are by no means suited for making decisions in matters of this nature. That is why it would ordinarily be proper for industrial adjudication to accept as correct any submission by the management of the Bank that an impugned transfer has been made only because it was found unavoidable. The one exception to this statement is where there is reason to believe that the management of the Bank resorted to the transfer *mala fide*, by way of victimisation, unfair labour practice or some other ulterior motive, not connected with the business interests of the bank."

Also, in the case of *Syndicate Bank Limited vs. its workmen*, (1966) I.L.L.J., 440, the Supreme Court observed (Ramaswami, J speaking):

"There is no doubt that Banks are entitled to decide on a consideration of the necessities of banking business whether the transfer of an employee should be made to a particular branch. There is also no doubt that the management of the Bank is in the best position to judge how to distribute the employees between the different branches. We should be very careful before they interfere with the orders made by the Banks in discharge of their managerial function. It is true that if an order of transfer is made *mala fide* or for some ulterior purpose.

like punishing an employee for his trade union activities, the industrial tribunals should interfere and set aside such an order of transfer, because the *mala fide* exercise of power is not considered to be the legal exercise of the power given by law. But the finding of *mala fide* should be reached by industrial tribunals only if there is sufficient and proper evidence in support of the finding. Such a finding should not be reached capriciously or on flimsy grounds as the industrial tribunal has done in the present case. This view is borne out by the decision of this Court in Bareilly Electricity Supply Company Ltd. v. Sirajuddin and others (1960-I L.L.J. 566)".

It may also be noted that in the Sastri Award it was provided that workmen must not be transferred beyond his language area.

10. By placing the concerned workman from the Despatch section to the Clearing and Draft section, the employer Bank did not act *mala fide* and was clearly within its right and may have been doing so for maintenance of industrial peace by honouring some unwritten agreement with the workmen that the special allowance should go to the seniormost. In any event, nothing entitles this Tribunal to interfere with the placing of the concerned workman from the Despatch section to the Clearing and Draft section without more. The employer Bank may have made much of a verbal agreement under which the senior peons must be entitled to special allowance. I make it clear that I express no opinion on the binding nature of that agreement.

11. In the view that I take, I hold that the action of the management of State Bank of Bikaner and Jaipur, Calcutta, in relieving Satrugan Singh of his duties as Cash Peon carrying a special allowance and transferring him to a post which did not carry special allowance with effect from 25th June, 1970 was justified. The workman is not entitled to any relief.

This is my award.

June 2, 1971.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 23/125/70/LR.III.]

T. K. RAMACHANDRAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 11th June 1971

S.O. 2489.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 5th June, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 29 OF 1971

PARTIES:

Employers in relation to the management of Messrs Bengal Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Mr. D. Narsingh, Advocate.

On behalf of Workmen—Mr. Sakti Kumar Mukherjee, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mine

AWARD

By Order No. 6/66/70-LR.II, dated February 4, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal, for adjudication:

"Whether the management of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan was justified in dismissing Shri Shankar Chandra Majhi, Zamindari Surveyor, from the 17th March, 1970? If not, to what relief is the workman entitled?"

2. Shankar Chandra Majhi, mentioned in the order of Reference, was one of the Zamindari Surveyors employed under Bengal Coal Company Limited. The Company began to acquire, for a term of years, for their colliery work, certain rights in certain plots of land from different persons. Under different agreements entered with the persons who owned the plots of land, it was agreed that they would be paid an agreed amount of money as compensation for damages which the plots might suffer on account of the work carried on by the Company. In the instant reference, this Tribunal is concerned with two such agreements entered into, (i) between Bengal Coal Company Limited and Monohar Majhi and Salma Mejhan (Ex. D) and (ii) between Bengal Coal Company Limited and Bamapada Bal and Gouribala Dasi and others (Ex. E). It is alleged that Shankar Chandra Majhi, the concerned workman, was entrusted with a total sum of Rs. 7,082 (Rupees Seven thousand and eighty-two) for payment of compensation to Bamapada Bal, Gouribala Dasi and others, to Monohar Majhi and another and also to others. It is further alleged that he made short payments to Bamapada Bal and Gouribala and Monohar and Salma and misappropriated the balance for his own use. Thereupon, Shankar Chandra Majhi was charged with misconduct by a chargesheet dated February 25, 1970 (Ex. 1), which is set out below:

"On 14th November, 1969 you were accompanied S/Sri Monohar Majhi, Bamapada Bal and Gouribala Bal and others all of Prabelia Village to Raghunathpur Registration Office for registration of their land in favour of the Company. You were entrusted with Rs. 7,082 (Rupees seven thousand and eighty-two) to pay to Bamapada Bal and Gouribala Bal Rs. 3,226.40 paise and Monohar Majhi Rs. 1,407.18 paise and the rest to other as price of their land registered for the purpose. You paid Rs. 2,020 instead of Rs. 3,226.40 to Sri Bamapada Bal and Gouribala Bal and you paid Rs. 1,100 instead of Rs. 1,407.18 paise to Sri Monohar Majhi. You thereby misappropriated Rs. 1,313.58 (Rupees one thousand three hundred thirteen and paise fiftyeight) only.

You are therefore charged U/S. 27(2) of the Standing Orders for dishonesty and fraud in connection with Company's business or property and offence of criminal breach of trust.

You are suspended pending enquiry."

To the above chargesheet, Shankar Chandra Majhi submitted the following explanation, Ext. 2:

- "1. That I am quite innocent of the allegations brought against me.
2. That the charges of misconduct U/S. 27(2) of the Standing orders are absolutely false, frivolous, *mala fide* and motivated for victimising me.
3. That I was never entrusted with Rs. 7,082 as alleged for payment to the different parties, but since I accompanied the company's men and submitted the bill for the expenditure, I have been implicated in this matter.
4. That it is absolutely false to say that Rs. 2,020 was only paid to Bamapada Bal and Gouribala Bal instead of Rs. 3,226.40 paise nor it is true that Rs. 1,100 was only paid to Monohar Majhi in place of Rs. 1,407.18. As a matter of fact the sum of Rs. 3,226.40 has been actually paid to Bamapada Bal and Gouribala Bal and Rs. 1,407.18 paise has been actually paid to Monohar Majhi and Salma Mejhan on the date of Registration of their deeds on 14th November, 1969, before the Sub-Registrar (Raghunathpur) who had also endorsed the matter of payment on the respective deeds which fact conclusively proves

that the respective consideration monies have been actually paid to those persons.

5. That it is false, frivolous and defamatory to say that I have misappropriated the sum of Rs. 1313.58 or Rs. 1513.58 (by way of addition of the two items).
6. That I have not committed any offence of breach of trust dishonesty and fraud in connection with Company's business or property."

The explanation apparently did not satisfy the management and there was an enquiry ordered into the charge levelled against Shankar Chandra Majhi. The Enquiring Officer examined the witnesses and found Shankar Chandra Majhi guilty of the misconduct. On consideration of the report of enquiry, Shankar Chandra Majhi was ordered to be dismissed.

3. Before this Tribunal, the workman Shankar Chandra Majhi filed a written statement. In the said written statement the order of dismissal was challenged as improper and illegal. Four of the paragraphs of the said written statement are material and they are quoted herein below:

- "3. Sri Sankar Chandra Majhi, Zamindary Surveyor had to attend the office of the Sub-Registrar, Raghunathpur on 14th November, 1969.
4. On 14th November, 1969 in presence of the Sub-Registrar, Raghunathpur full land compensation payments were made to Sri Monohar Majhi, Sri Bama Pada Ball, Gouri Bala Ball and others.
5. These full payments were made in presence of Sub-Registrar of Raghunathpur and this matter of full payment has been duly certified by the Sub-Registrar, Raghunathpur.
6. And so the entire action of the management in this connection is most improper, illegal and motivated with mala fide intention to harass and improperly victimise Sri Sankar Majhi."

4. There was also a written statement filed by the management in which it was stated in substance that Shankar Chandra Majhi was charged with having misappropriated a sum of Rs. 1313.58 paise and was found guilty of the charge on proper enquiry and on the report of the Enquiring officer he was ordered to be dismissed. The allegation of improper dismissal was denied, in the written statement filed by the management.

5. Now, it is settled law that if an employer serves the relevant charge or charges on his employee and holds a proper and fair enquiry, it would be open to him to act upon the report submitted to him by the enquiry officer and to dismiss the employee concerned. If the enquiry has been properly held, the order of dismissal passed against the employee as a result of such an enquiry can be challenged if it is shown that the conclusions reached at the departmental enquiry were perverse or the impugned dismissal is vindictive or mala fide, and amounts to an unfair labour practice. It is not open to the Industrial Tribunal to sit in appeal over the findings recorded at the domestic enquiry. When a proper enquiry has been held, it would be open to the enquiry officer holding the domestic enquiry to deal with the matter on the merits *bona fide* and come to his own conclusion. I need not repeat the several judgments of the Supreme Court in which the above principle has been reiterated. Suffice it for my purpose to invoke one of the judgments and I chose the decision of the Supreme Court in the *Ritz Theatre (Private) Ltd., Delhi and Its Workmen*, (1962) II L.L.J. 498.

6. Mr. S. K. Mukherjee, learned Advocate for the workmen, did not contend that at the enquiry proceedings the workman was not offered due opportunity of defending himself. The enquiry proceedings were marked Ex. 4 before this Tribunal. I find that there were witnesses examined before the enquiring officer and Shankar Chandra Majhi attended throughout before the Enquiry officer. The deposition sheets are signed by him page by page. He cross-examined witnesses examined on behalf of the management and also examined his own witnesses. Therefore, the enquiry was conducted in full compliance with the rules of natural justice. Mr. Mukherjee did not also complain that the enquiry officer was either biased or that a regular procedure was not observed in the enquiry. What he contended was that since the money was paid before the Sub-Registrar in full and the Sub-Registrar endorsed to that effect on Exts. D. & E. a contrary finding would be a perverse finding and would be liable to be set aside by this

Tribunal. The endorsements that he had in mind were, firstly, the Sub-Registrar's endorsement on Ex. D reading:

"Rupees 1407.18 as consideration is paid. Admitted in my presence by Sankar Chandra Majhi to Monohar Majhi."

Secondly, the Sub-Registrar's endorsement on Ex. E, reading:

"Rupees 3226.40 a consideration is paid. Admitted in my presence by Sankar Chandra Majhi to Bamapada Baul."

Exts. D & E, as appears from the evidence of the Enquiring Officer himself, were not before the Enquiry officer. He had no occasion to consider the two endorsements by the Sub-Registrar appearing on the two documents.

7. Now, under Section 21 of the Evidence Act—"Admissions are relevant and may be proved as against the person who makes or his representative in interest; but they cannot be proved by or on behalf of the person who makes them or by his representative in interest....." Now, if I look to the two endorsements quoted above, the admission by Sankar Chandra Majhi is to the effect that he paid a certain sum of money to either Monohar Majhi or to Bamapada Ball. The endorsement would not go to show that Monohar Majhi or Bamapada Ball received the money in full.

8. The Enquiry Officer had sufficient evidence before him to base his findings that the compensation money was not paid in full to the two parties. That places his finding beyond my reach and I cannot sit in appeal over his findings on further or other evidence produced before me. And, even if I did, which of course I do not, I would have held that the two endorsement incorporated in Exts. D & E were of little assistance to Sankar Chandra Majhi.

9. In the result, I find that the findings of the Enquiry Officer about the misconduct of the concerned workman were based on evidence and constituted misconduct under Clause 27(2) of the Standing Orders of the Company. The misconduct was such as merited dismissal from service.

10. In the view that I take, I hold that the management of Bengal Coal Company Limited was justified in dismissing Sankar Chandra Majhi, Zamindari Surveyor from 17th March, 1970. The workman is not entitled to any relief.

This is my award.

Dated May 27, 1971.

(Sd.) B. N. BANERJEE,
Presiding Officer.
[No. 6/66/70-LR.II.]

New Delhi, the 14th June 1971

S.O. 2490.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 9th June, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 34 of 1971

PARTIES:

Employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Mr. S. B. Sanyal, Legal Adviser, Bihar Organisation of Industrial Employers.

On behalf of Workmen—Mr. Benarashi Singh Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/94/70-LR.II, dated February 12, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the following industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited and their workmen, to this Tribunal, for adjudication:

"Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan was justified in terminating the services of Sarvashri Angad Mahato, Mosgul Sha, Sk. Sattar, Ramnarayan Chowan, Gobardhan Das, Sisir Chatterjee, Sidhu Singh and Haradhan Singh, Cleaning Mazdoors from the 18th August, 1970, 18th August, 1970, 18th August, 1970, 19th August, 1970, 18th August, 1970, 19th August, 1970, 19th August, 1970 and 19th August, 1970 respectively? If not, to what relief the workmen concerned are entitled?"

2. It appears from a petition of compromise filed before this Tribunal, that the parties have settled their dispute on certain terms. Now that the parties have settled their dispute outside this Tribunal, I pass an award in terms of the settlement. Let the petition of settlement form part of this award.

(Sd.) B. N. BANERJEE,

Presiding Officer.

Dated, June 4, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 34 OF 1971

BETWEEN

The Management of Bankola Colliery

AND

Their workmen

The humble petition of compromise on behalf of Management and the Union.

Most Respectfully Sheweth:

1. That the parties have resolved their dispute and difference on the following lines:

(a) That the concerned workmen will be given a sum of Rs. 215/- (Rupees Two hundred and fifteen only) each by way of compensation in full and final satisfaction of their demand.

(b) That the management will consider to give them jobs if and when vacancy therefor will arise.

The petitioners, therefore, humbly pray that an award in terms of the above settlement may be passed.

B. S. AZAD,
On behalf of the Workmen.
General Secy. Khan Shramik
Congress, West Bengal.
Dated, June 4, 1971.

Sd. M. K. MUKHERJEE,
Manager & Principal Officer.
On behalf of the Management.
(Sd.) ILLEGIBLE
Advocate.

[No. 6/94/70-LR.II.]

New Delhi, the 17th June 1971

S.O. 2491.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Limited, Post Office Dishergarh, District Burdwan and their workmen, which was given by the employers in relation to the management of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 9th June, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 25 OF 1971

PARTIES:

Employers in relation to the Management of Messrs Bengal Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers.—Mr. D. Narsingh, Advocate.

On behalf of Workmen.—Mr. P. Das Gupta, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/96/70-LRII, dated January 11, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal, for adjudication:

"Whether the dismissal of Shri P. C. Ghosh, employed as Store Keeper in Sodepur Stores, by the management of Messrs Bengal Coal Company Limited from the 7th October, 1970 was justified? If not, to what relief is the workman entitled?"

2. The case pleaded by the workman, represented by his trade union called the Colliery Mazdoor Congress (HMS), is herein-below summarised in brief. P. C. Ghosh, the concerned workman, was employed as a Store Keeper, in Sodepur Stores of Bengal Coal Company Limited. One Premier Trading Corporation, of No. 5/1, Clive Row, Calcutta, was one of the suppliers of Store materials to Sodepur Stores of Bengal Coal Company Limited. In paragraph 4 of the written statement it was pleaded:

"4. That Stores supplies of steel materials either from the Premier Trading Corporation or from any other Supplier are accepted after weighment at the Poidih Weighbridge. In the case of weighment recorded in the Poidih Weighbridge was found less than the weight mentioned in the Supplier's Challan, the Challans were amended accordingly to the weight recorded in the Poidih Weighbridge and if the weighment recorded in the Poidih Weighbridge becomes higher than the weight as mentioned in the Challan, is maintained and is not changed, i.e., increased.

The size and Shapes and specifications of the materials were checked before acceptance and in case of any deviation in regard to the specification mentioned in the Company's Order for supply of the materials, the matter is brought to the notice of the Manager, Sodepur Stores and also to the Dy. Supdt. of Purchase & Stores and after their joint inspection either the supplies were accepted and rejected. And it will be found from records that several supplies of Premier Trading Corporation were rejected by the aforesaid Officer on inspection of the report of Shri P. C. Ghosh, as these materials were not according to the specification.

In paragraphs 6 and 7 of the said written statement, it was further pleaded:

"6. That two Trucks Loads of Steel materials were not accepted and returned through the same Truck according to the direction of M.S.S and that put the Supplier M/s. Premier Trading Corpn. to heavy loss

7. That during the month of April, 1970, when Sri P. C. Ghosh was on leave one Truck Load of Steel material was accepted by the Stores but on his return it was found that the Steel materials supplied in his absence did not conform to the specification and size and the Premier Trading Corporation was accordingly advised through official letters issued by the Manager Sodepur Stores (signed by D.S.P.S.) to take back the supplies as the same were not up to the specification. Several reminders were also issued but all was in vain. Ultimately the supplier were informed that they would be charged ground rent @ Rs. 20/- per day

till the materials were not lifted. On receipt of the said letter the Representative of the supplier came to the Stores on 27th July, 1970 with a fresh load of materials and informed the Manager that they would take back the rejected supplied after unloading the fresh supply that had been brought. When the unloading was completed the Driver refused to load back the rejected Sheets. That at this there was some exchange of hot words between Sri P. C. Ghosh and representative of the supplier who at that time had remarked to Shri P. C. Ghosh "You are at the root of rejecting the materials as the same was accepted by the other Clerk during your absence and you are out to harass us". They also tried to gain over Shri P. C. Ghosh by offering money. As the Manager was not in the office, the Truck was detained and the receipted Challan of the Goods that were freshly brought was not handed over. The matter was thereafter brought to the notice of Stores Supervisor who contacted the Manager over Phone and on his instruction the receipted Challan was handed over to the representative of the Supplier."

In paragraph 10 of the written statement, it was alleged that by the action taken against Premier Trading Corporation, they felt insulted. By way of retaliation they wrote a letter to the management, alleging that P. C. Ghosh had attempted to obtain from them illegal gratification, as the price of future forbearance from making deductions from the Challans of Premier Trading Corporation as per physical verification. Thereupon, the said workman was charged with misconduct as hereinafter stated:

"During the course of your duty at the Stores which includes receiving supplies of Stores Materials from outside suppliers, you in exercise of your official functions attempted to obtain from Premier Trading Corpn., of 5/1, Clive Row, Calcutta, who have been supplying Stores Materials to Sodepur Central Stores for yourself gratification by asking the said Premier Trading Corpn. representative to pay money as a reward so that in forbearance of your official functions you will not make any deduction in the Challan of the said supplier as per actual physical supplies received by you but pass their Challans in full affirming thereby receipt of Stores in Company's Books of quantities more than those physically received and you also told him that you will accept them undersized or oversized materials in disregard of specifications mentioned in the orders. You gave your Panchet Dam address to the said representative to contact you for this illegal purpose.

You are charged under section 19(1)(a) of the Standing Orders."

To the above charge, the concerned workman submitted the following reply:

"That supplies of Steel materials either from the Premier Trading Corpn. or from any other Supplier are accepted after weighment of Poidih Weighbridge. In case the weighment recorded in the Poidih Weighbridge was found to be less than the supplier's challaned quantity, the challans were amended accordingly and in case where the Poidih Weighments were found more than the challaned quantity, the quantity shown in the challans were not increased.

That sizes and specifications of the materials were checked before acceptance and in case of any deviation in regard to the specifications mentioned in the orders, the matter was brought to the notice of the M.S.S. and D.S.P.S. and after their joint inspection either the supplies were accepted or rejected and several supplies of M/s. Premier Trading Corpn. were rejected which are on records.

In short, I would beg to state that acceptance or rejection of any sort of materials are made with the approval and consent of M.S.S./D.S.P.S.

Hence the question of showing any favour to Premier Trading Corpn. or to any supplier does not lie in the hands of Receipt Clerk.

The said Premier Trading Corpn. has out of grudge and frustration falsely complained against me, as I had some hot discussions with the representative of the said Firm on 27th July, 1970 when his Lorry Driver refused to back load the rejected sheets lying in the Stores although he had agreed to back load the Sheets after unloading the supplies brought by him on that day. On his refusal to back load the rejected Sheets there was a delay in handing over the receipted Challan since M.S.S. was out. The matter was brought to the notice of the Stores Supervisor who contacted M.S.S. over the Phone and as per their instruction Challan was handed over to the representative of the said Firm after making an endorsement for refusing to back load the rejected sheets.

My action of pressing the supplier for removing the rejected Sheets might have annoyed him and out of grudge has concocted the allegations against me."

3. Pending enquiry into the first charge, the workman was kept under suspension. Thereafter, the workman was served with another chargesheet, dated August 20th, 1970. The said chargesheet was couched in the following language:

"You are incharge of the Store and your duty was to send the rope samples received from the collieries for test to the Director, Central Mining Research Station, Dhanbad, with a cheque, by the truck which goes to Murulidih 20/21 Pits colliery.

You received the cheque and sample rope by 13th July, 1970 but you did not send the sample with the cheque to the above organisation upto 4th August, 1970 though several trucks were sent to Murulidih 20/21 Pits colliery within this period. This is gross negligence on duty and disobedience of lawful order of the superior resulting damage to work in progress.

You are therefore charged under Section 17(1)(c) and 17(1)(i) of the Standing Orders."

To that charge, the workman gave the following reply:

"The charge sheet in question has been received by me today by Post from my permanent home address and in reply I beg to state as under.

That in absence of any official records, I am not in a position to give a proper and satisfactory reply to the alleged charge and accordingly I am submitting my provisional reply as under.

That sending of rope samples to C.R.M.S. Dhanbad depends mainly on three factors, firstly availability of transport, secondly, its time factor, thirdly whether the vehicle was allowed to load the Rope samples and deliver to CRMS Dhanbad.

In short, I beg to state as far as it is possible from my memory that the delay in sending Rope sample was not due to any lapses in my part but might be due to one of the reasons stated in Para 3 above."

At the enquiry held into the charges, it was alleged in the written statement:

"***no opportunity was afforded to Shri Ghosh for proving his innocence. The witness examined by the management was merely a secondary and a hearsay evidence and that also related to the charge sheet No. 2788 dated 20th August, 1970 pertaining to the Rope Samples. No primary evidence was produced to prove the guilt of Sri Ghosh."

As a result of the enquiry, the workman was found guilty of both the charges and consequently dismissed. This dismissal was challenged by the workman as illegal and malafide.

4. The written statement filed on behalf of the management was not very revealing. It is merely pleaded that the two charges were levelled against the workman, the workman submitted his explanations and there were due enquiries made. The Enquiry Officer found the workman guilty of both the charges, the management considered the enquiry report and on materials before them thought it proper to dismiss the workman on both the charges.

This is in substance is the pleadings of the parties, which I need bear in mind.

5. At this stage, I need refer to the enquiry report, Ex. 8, and to ascertain therefrom how the charge of taking illegal gratification was sought to be brought against the workman. It appears from the enquiry report that the representatives of the Premier Trading Corporation, who had made the complaint in writing against the workman, was not examined before the domestic enquiry. The letter that B. N. Dhandhania, a partner of the Premier Trading Corporation wrote is Ex. 7 (12), dated July 27, 1970, and is set out hereinbelow:

"We have to bring to your kind notice that we have to suffer a great loss in supplying you the above material because of the following:

- (1) Your Sodepur Stores has made deductions in weight in each and every challan. Whenever we ask for the weighment slip they always state that our weight is correct and no weighment slip will be given. Once our man requested, then to weigh the material in his presence but they turned down the request on the plea that your store's men's morale will become down by weighing the material in our presence.

To further questions put by this Tribunal he said:

"After April 1970, I went to Sodepur Workshop also in the month of May and June, 1970. On each of those occasions I met with P. C. Ghosh and he went on asking for money. It was in the third week of June that P. C. Ghosh asked for money from me. P. C. Ghosh gave me his Home address as in Ex. 7/12 in the month of April, 1970."

In cross-examination, he stated:

"After we wrote the Ex. 7/12 the management did not place any order with ourselves. I repeat that P. C. Ghosh asked for money from me. I dispute your suggestion that I got P. C. Ghosh's address from the office."

The evidence of the witness did not impress me. He admits that his firm was not supplying goods according to the specifications. If P. C. Ghosh, the concerned workman, objected to accept such goods and reported the conduct of the suppliers to the authorities, he was only performing his duties loyally. For forbearance, the demand was alleged to be only Rs. 100/-. This was too small a price to charge and for this small consideration to invade the office of the suppliers from Sodepur to Calcutta does not seem to be worth the while. This witness, in my opinion, came to speak a story and the manner in which spoke the story did not leave me satisfied. In the view that I take, I hold that there was a good deal of perversity in finding the workman guilty of the first charge on the meagre materials before the domestic enquiry.

7. So far as the second charge is concerned, the Enquiring Officer examined the evidence tendered before him and came to the conclusion:

"I find that the delinquent had valid reasons not to able to send the rope in question till 23rd July, 1970. It is proved that the delinquent failed to send the rope for test which was regularly required to be done in any of the lorries which went to Dhanbad on 25th July, 1970, 27th July, 1970, and 31st July, 1970."

Now, this is a finding which is based on consideration of evidence and I cannot interfere with the findings based on evidence. The position therefore is that of the two charges levelled against the workman, the enquiry report, so far as one charge is concerned, cannot be assailed. It is also settled law that if a delinquent be charged with several charges of misconduct, he may be punished on proof of any one of them. The imposition of the punishment of dismissal for the type of negligence as was proved in this case may be much too harsh, but I cannot interfere with that punishment, which was inflicted at least on one charge of proved misconduct.

8. In the result, I hold that dismissal of P. C. Ghosh, employed as Store Keeper in the Sodepur Stores by the management of Bengal Coal Company Limited from 7th October, 1970 was justified. The workman is not entitled to any relief.

This is my award.

Dated, May 31, 1971.

(Sd.) B. N. BANERJEE,
Presiding Officer.
[No. 6/96/70-LRIL.]

New Delhi, the 19th June 1971

S.O. 2492.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 14th June, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1),
DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 5 OF 1969

PARTIES:

Employers in relation to the Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad.

AND

Their Workmen.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers.—Shri P. K. Bose, Advocate.

For the Workmen.—Shri T. P. Choudhury, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 31st May, 1971

AWARD

By an Order dated New Delhi, the 20th November, 1968, the Central Government referred to this Tribunal the following issue as specified in the schedule to the Order, for adjudication:

"Whether the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Ltd. Post Office Kharkharee, District Dhanbad, was justified in refusing employment to Shri Brij Bhushan Singh, Hostel Superintendent, with effect from the 1st January, 1968? If not, to what relief is the workman entitled?"

2. The facts giving rise to the above issue are stated below. The workman concerned was appointed by the Coal Fields Recruiting Organisation (hereinafter referred to as "the C.R.O.") as Assistant Supervisor in 1959. In or about 1960 he was promoted to the post of a unit Supervisor. His duty as Unit Supervisor was to supervise labourers living in a camp. At the time it was known as Gorakhpuri camp.

3. From 1st of June 1961 the Gorakhpuri camps came to be known as Miners' Hostels. Rules were framed for running these Hostels. The workman concerned started a Miners' Hostel at the Kharkharee Colliery on the 1st of August, 1961.

4. According to the deposition made by the workman concerned he was appointed as the Superintendent of the Miners' Hostel at Kharkharee by Sri S. C. Jain one of the Directors of the Bharat Mining Corporation Ltd. In paras 3 and 4 of the statement submitted by the management it has been stated that the C.R.O. appoints Hostel Superintendent to control and look after the C.R.O. labourers regarding their messing and payment of wages, and that the Executive Officer of the C.R.O. grants leave and takes disciplinary actions when necessary against a Hostel Superintendent. These statements of the management have not been specifically denied by the workman concerned in his written statement, in para 2 of which he has simply stated that he was employed by the said employers meaning thereby the Bharat Mining Corporation Ltd. as a Hostel Superintendent from 1st August, 1961 till 31st December, 1967.

5. Till about October, 1967, the workman concerned worked in the Kharkharee Colliery belonging to the Bharat Mining Corporation Ltd. In para 3 of the statement on behalf of the workman concerned it has been stated that on or about the 1st of October the management verbally directed the workman to work in its another colliery, namely, the Churi Colliery near Ranchi for sometime assuring him at the same time that after a month or two he would be brought back to the Kharkharee Colliery, and that in good faith the workman concerned temporarily went to work at the Churi Colliery though the transfer was illegal.

6. The further case of the workman concerned as made out in para 5 of his written statement is that while he was working at the Churi Colliery he was verbally told on or about the 23rd of December, 1967 that there would be no work for him

after the 31st of December, 1967, that, therefore, his service would not be required on and from the 1st of January, 1968 and that he was accordingly stopped from work on and from that date. He has also stated in that paragraph that he should have been brought back to the Kharkharee Colliery as per assurance given to him when he was sent to the Churi Colliery, as he was an employee of the former colliery only.

7. It transpires from para 6 of the workman's written statement that he was not served with any notice in writing as required by law when his service was terminated on the ground of being surplus, that on the 23rd of December, 1967 he was paid his wages for the whole month of December, 1967 and that he had accepted the wages for December, 1967 under his written protest as no compensation for retrenchment or one months' wages in lieu of notice had not been offered to him.

8. It is not disputed that the Kharkharee Colliery is owned by the Bharat Mining Corporation Ltd., and that the Churi Colliery is owned by the United Karanpura Collieries (P) Ltd., and that the Kharkharee Colliery is situated in the District of Dhanbad and the Churi Colliery is situated in the District of Ranchi. There is however dispute between the parties as to the management of the two collieries.

9. As to why the workman concerned was transferred to the Churi Colliery, the management has stated in para 9 of their written statement that since after the transfer of the C.R.O. labour from the Kharkharee Colliery to the Churi Colliery there was no necessity of any Hostel Superintendent in the Kharkharee Colliery, the workman concerned was transferred to the Churi Colliery. It has further been stated in para 10 of its written statement that the workman concerned joined the Churi Colliery, worked there with effect from the 1st of October, 1967 and was receiving his wages and other emoluments from the Churi Colliery.

10. As to why the services of the workman was terminated it has been stated in para 11 of the managements written statement that as the C.R.O. labour Camp at the Churi Colliery was also abolished the workman concerned employed as the Hostel Superintendent at the Churi Colliery became surplus at that colliery and that, therefore, his services were terminated at the Churi Colliery with intimation to the Executive Officer of the C.R.O.

11. The management thinks that it has unnecessarily been made a party in the present reference, because on the relevant date the workman concerned was employed at the Churi Colliery and was not an employee of the Kharkharee Colliery.

12. As to what happened subsequent to the termination of the services of the workman concerned, his version is as follows. The verbal termination of the services on the plea of surplusage being illegal and void ab initio for the non-observance of the mandatory provisions of Sec. 25F of the Industrial Disputes Act, 1947, the workman concerned demanded from the management one month's wages in lieu of notice and also compensation as provided in section 25F (a) and 25F (b) of the Act or reinstatement without break in service. The management, instead of conceding his demand offered him subsequently on the 13th of February a small sum as compensation for retrenchment, but did not offer him one months' wages in lieu of notice. The amount offered was also inadequate as it was not computed on the basis of his actual monthly emoluments or wages.

13. The workman claims in the last two paragraphs of his written statement that he is entitled either to be reinstated in his service with effect from the 1st of January, 1968 or to be paid full wages and all other benefits as from the 1st of January, 1968 till his services are terminated by the management according to law.

14. At the final hearing Shri P. K. Bose, learned Advocate for the management raised the following preliminary issues: (1) whether the dispute as specified in the Schedule to the Order of Reference was at all raised by Shri Brij Bhushan Singh with the management. (2) whether Shri Brij Bhushan Singh is a workman within the meaning of the Industrial Disputes Act, (3) whether Shri Brij Bhushan Singh was an employee of the Kharkharee Colliery of the Bharat Mining Corporation Ltd., or of the C.R.O. (4) whether there can be any dispute between Shri Brij Bhushan and the Kharkharee Colliery.

15. I propose to take up the first of the preliminary issues noted above. According to Shri Bose, the primary grievance of Brij Bhushan is the non-receipt of retrenchment compensation and one month's notice salary under Sec. 25F of the Industrial Disputes Act. My attention has been drawn by him to Ext. 10. This exhibit consists of three sheets. These sheets are the pay bills of C.R.O. employees at Churi Colliery for the months of October, November and December.

1967. There is an endorsement dated 23rd December, 1967 on the reverse of the bill for the month of December, 1967, over the signature of Brij Bhusan Singh, Hostel Superintendent and Group Officer, West Bokaro. The endorsement is to the following effect: "Received Rs. 1278.84 paise (.....). Received payment under protest for not receiving retrenchment compensation and one months' notice salary etc.

16. In paragraph 6 of his written statement Brij Bhusan himself has stated that on the 23rd of December, 1967 he was paid his wages for the whole month of December, 1967 which had accepted under his written protest as no compensation for retrenchment or one months' wages in lieu of notice had been offered to him. It may be noted that the protest was made by Brij Bhusan, not to the Bharat Mining Corporation Ltd., owner of the Kharkharee Colliery but to the United Karanpura Collieries Private Ltd., owner of the Churi Colliery.

17. Shri Chowdhury, learned Advocate for Brij Bhusan relies strongly on Ext. W39 to establish that the dispute as specified in the Schedule to the Order of Reference was raised by Brij Bhusan with the management of the Bharat Mining Corporation Ltd. Ext. W39 is a letter dated 28th January, 1968, written by Brij Bhusan as Hostel Superintendent to the Managing Director, Bharat Mining Corporation Ltd. The said letter omitting the unnecessary portions is quoted below:

"Dear Sir,

You may be aware of the fact the appointment of the Miners Hostel staff was approved.....by the Commissioner, Coal Mines Welfare Organisation & Chairman of the Central Hostel Committee.....on the recommendation of the Director Kharkharee Colliery or Chairman Local Hostel Committee.....

The appointment was recommended and approved under the rulings of the Central Government.....

The staff presumes it, still to be in continued service in the approved designation and such their salary for January, 1968, may please be paid"

18. This letter appears to have been written by Brij Bhusan on behalf of all the members of the staff of the Miners' Hostel, including himself. The subject matter of the letter has been described as "Staff of Miners' Hostel". No specific demand for employment was made as the members of the staff presumed that they were even then in the continued service. The only thing demanded was the salary of the members of the staff of the Miners' Hostel for the month of January, 1968. I am not prepared to hold that by this letter, Ext. W39, Brij Bhusan raised the present dispute with the management of the Kharkharee Colliery.

19. The real object of this letter, Ext. W39 is revealed by the next document filed by Brij Bhusan and marked as Ext. W40. This Exhibit, viz. Ext. W40 is the "retrenchment compensation Bill of staff of Miners' Hostel of Kharkharee Colliery" prepared by Brij Bhusan as Hostel Superintendent and it is dated 29th January, 1968. It is clear that this bill was prepared the very next day after Ext. W39 had been written. It is, therefore, clear that Ext. W39 was written in order to induce the management of the Kharkharee Colliery to pay retrenchment compensation and wages for one month in lieu of notice.

20. The circumstances under which the letter dated 28th January, 1968, Ext. W39 was written will appear from the following extract taken from the deposition of Brij Bhusan, witness No. 1 for the workmen: "I took my salary on protest saying that I was entitled to retrenchment compensation and notice pay when B. P. Jain told me that he would arrange for the payment of same on consultation with S. C. Jain. I came to Kharkharee, saw S. C. Jain who took me to B. P. Jain and it was agreed that retrenchment compensation and notice pay would be paid, when I did not receive the payment I wrote to S. C. Jain in the last week of January, 1968." This letter written to S. C. Jain in the last week of January is obviously the letter dated 28th January, 1968, Ext. W39. There is no doubt about it that this letter was written in connection with the controversy relating to the payment of retrenchment compensation and notice pay.

21. Shri Chowdhury, the learned Advocate for Brij Bhusan argued that the present dispute was raised with the management through Exts. W39, W40 and W41. Ext. W39 has already been noted and I have already expressed the view that Brij Bhusan did not raise the present dispute with the management by this exhibit. Ext. W. 40 is in no way connected with the present dispute.

Ext. W41 is merely statement of Shri S. C. Jain one of the Directors of the Bharat Mining Corporation Ltd. in course of the conciliation proceedings. Had it been the statement of Brij Bhusan even then it could not be said that he raised the instant dispute by means of such statement. Any demand made to the Conciliation Officer cannot have the effect of making a demand to the management.

22. Reference may be made in this connection to the decision of the Supreme Court in *Sindhu Resettlement Corporation Ltd. V. Industrial Tribunal, Gujarat and other*, 1968 (I) L.L.J. 834. There it was held that when no dispute about reinstatement is raised either by the workman concerned or by the union before the management the State Government is not competent to refer a question of reinstatement as an industrial dispute for the adjudication of the Tribunal. The workman concerned in that case was employed by the Sindhu Resettlement Corporation Ltd. as an accounts clerk on the 13th of December, 1950. A subsidiary company was formed by the Resettlement Corporation under the name of Sindhu Hotchief (India) Ltd., in which one of the principal share holders was the Resettlement Corporation. With effect from the 18th of September, 1953 the services of the workman concerned were placed at the disposal of Sindhu Hotchief Ltd., and he worked with Sindhu Hotchief up to 20th February, 1958 when his services were terminated after payment of retrenchment compensation and all other dues.

23. On the 21st of February, 1958, the workman concerned went to the office of Resettlement Corporation, reported himself for duty and requested that he might be given posting order in the Resettlement Corporation. The Corporation informed him of its inability to re-employ him on the ground that the post which he had been occupying in 1953 had been permanently filled up. Thereupon he demanded retrenchment compensation, which also was refused. His case was taken up by the Union. The Secretary of the Union also wrote a letter to the management of the Corporation asking for payment of retrenchment compensation to the workman concerned on the ground that the Corporation had refused to re-employ him. There were some conciliation proceedings and on the failure report of the Conciliation Officer the State Government referred the following dispute to the Tribunal for adjudication: "Demand 1: R. S. Ambwaney should be reinstated in the service of Sindhu Resettlement Corporation Ltd. and should be paid his wages from February 21, 1958."

24. It was urged *inter alia* by Sindhu Resettlement Corporation Ltd. that as no dispute relating to reinstatement was actually raised either by the workman concerned or the union before the reference was made to the Tribunal by the State Government, the reference itself was without jurisdiction. On the facts of the case as they appeared from the materials before the Tribunal it was argued that, in fact, the demand, which was being pressed with the management by the workman concerned as well as the union was in respect of retrenchment compensation and not reinstatement. The Supreme Court observed: "The demand for reinstatement seems to have been given up, because the respondents realised that the services of respondent No. 3 had not been terminated by discharge or dismissal, but by retrenchment only, and that retrenchment not being the result of any unfair labour practice or victimization, respondent No. 3 could only claim retrenchment compensation. . . . Both the respondents in their claims put forward before the management of the appellant, requested for payment of retrenchment compensation and did not raise any dispute for reinstatement."

25. In the instant case too, Brij Bhusan realised that his services had not been terminated by discharge or dismissal, but by retrenchment only, and that retrenchment not being the result of any unfair labour practice or victimisation, he could only claim retrenchment compensation. It may be recalled that Brij Bhusan's services were terminated at the Churi Colliery on account of the Miners' Hostel being abolished. The question of unfair labour practice or victimisation cannot arise because Brij Bhusan was never a member or office bearer of any union. Moreover, there is no evidence on record to this effect. It is for this reason that Brij Bhusan in the instant case in his claim put forward before the management requested for payment of retrenchment compensation and did not raise any dispute for reinstatement. In his deposition Brij Bhusan has not said anywhere that he demanded reinstatement or employment from the management though he repeatedly told about demanding retrenchment compensation and wages in lieu of notice from the management.

26. From the report as to the failure of conciliation submitted by the Asstt. Labour Commissioner (Central) it appears that Brij Bhusan approached the office of the Asstt. Labour Commissioner against his alleged illegal and forced

idleness imposed on him by the management of the Kharkharee Colliery. So the question of refusing employment was raised by Brij Bhusan for the first time before the Conciliation Officer. The effect of such a step was considered by the Supreme Court in the case of Sindhu Resettlement Corporation, 1968 (1) L.L.J. 834 and the effect was thus described by the Supreme Court: "It may be that the Conciliation Officer reported to the Government that an industrial dispute did exist relating to the reinstatement of respondent No. 3 and payment of wages to him from 21st February, 1958, but.....the evidence produced (before the Tribunal) clearly showed that no such dispute had ever been raised..... with the management.....If no dispute at all was raised by the respondents with the management, any request.....to the Government would only be a demand by them and not an industrial dispute between them and their employee.....A mere demand to a Government, without a dispute being raised by the workmen with their employer, cannot become an industrial dispute." The Supreme Court concluded that the reference made by the Government was not competent and that the only reference that the Government could have made had to be related to the payment of retrenchment compensation which was the only subject matter of dispute between the appellant and the respondents. I, too am bound on the principles laid down by the Supreme Court that the instant reference is not competent and that the only reference that the Government could have made had to be related to the payment of retrenchment compensation which is the only subject matter of dispute between Brij Bhusan and the management. My conclusion on this preliminary issue is sufficient to dispose of this matter. I intend, however, to express my opinion on the other preliminary issues raised by Mr. Bose, learned Advocate for the management.

27. The second preliminary issue raised by Mr. Bose is whether Brij Bhusan is a workman within the meaning of the Industrial Disputes Act. The question is to be answered, in my opinion, in the light of clauses (iii) and (iv) of sec. 2(s) of the Industrial Disputes Act, because by these clauses and also by clause (i) and (ii) certain persons have been excluded from the category of a 'workman.' Clause (ii) says that 'workman' does not include any such person, that is to say a person mentioned in the main provision of sec. 2(s) who is employed mainly in a managerial or administrative capacity. Clause (iv) enacts that 'workman' does not include any such person who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature. We are concerned with the second part of clause (iv) which excludes a person who, being employed in a supervisory capacity exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

28. Let me first of all consider whether Brij Bhusan is excluded from the category of 'workman' by clause (iv). He was undoubtedly employed in a supervisory capacity. His duty was to supervise the Miners' Hostel. He was appointed as an Assistant Supervisor in 1959. In 1960 he was promoted to the rank of a unit Supervisor. He himself has stated in his examination in chief that his duty as a Unit Supervisor was to supervise labourers living in a camp. From the 1st of June, 1961 the camp to be known as the Miners' Hostel. Evidently the nature of his duty did not change. According to Brij Bhusan he was appointed as the Superintendent of the Miners' Hostel at Kharkharee by Sri S. C. Jain, one of the Directors of the Bharat Mining Corporation Ltd. So his own case is that he was appointed in a Supervisory capacity. His wages admittedly were less than Rs. 500 per month.

29. The next thing to be considered is whether he exercised, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature. Let me first consider the nature of the duties attached to the office of the Hostel Superintendent. Brij Bhusan himself has stated as follows in his deposition regarding his duties: "I had to perform the following duties: (1) to prepare pay-sheets of the inmates of the Hostel; (2) to prepare Provident Fund records (records) for profit sharing bonus, quarterly bonus; (3) to give reply to all letters, to draft them and to place them before the Directors; (4) issuing of ration and entering the same in Registers; (5) to look after the health, general health of the inmates; (6)to maintain discipline; (7) to arrange for compensation for injuries; (8) in case of trouble among the camp labourers underground I had to go underground on the instructions of the Manager."

30. Brij Bhusan has also stated in his deposition that he worked according to the rules and regulations framed by the Central Hostel Committee and Local

Hostel Committee. An idea as to the duties of a Hostel Superintendent may be obtained from the proceedings of the meeting of the Central Hostel Committee held on the 19th of May, 1961, that form part of Ext. W4 filed by Brij Bhusan. The duties of Hostel Superintendents have thus been described in the said proceedings:

"He shall be incharge of the day-to-day administration of the hostel and shall carry out the instructions and decisions of the Hostel Committee. His duties shall be as follows:—

- (i) To act as non-member Secretary of the Local Hostel Committee, maintain the minutes of the monthly meeting of the Committee and take immediate action on its recommendations.
- (ii) To allot accommodation to those admitted to the Hostel by the Committee. To prepare and maintain the prescribed documents.
- (iii) He will be incharge of ration stores and will receive and issue ration according to the prescribed standing orders and will maintain the prescribed stock register indicating daily balances.
- (iv) To supervise proper cooking of meals.
- (v) To arrange for the distribution of cooked food, tea sprouted gram, etc. to the inmates of the Hostel at timings fixed for the different shifts.
- (vi) To arrange for medical examination, hospitalisation of the sick inmates and for a proper sick diet for them.
- (vii) To keep a proper record of the hostel inmates injured in the course of their employment and to follow up their compensation cases.
- (viii) To send monthly reports of strength etc. to the Welfare Officer and the Coal Mines Welfare Commissioner.
- (ix) To report immediately any serious happenings in the case to the Welfare Officer. and Welfare Commissioner and the local representative of the Coal Mines Welfare Organisation.
- (x) To ensure proper. accommodation, lighting arrangements, water supply and cleanliness in the hostel.
- (xi) To see that hostel discipline is properly maintained and standing orders of the Hostel Committee are followed.

The Hostel Superintendent shall afford necessary facilities to the inspecting staff of the Coal Mines Welfare Organisation in their inspection of the hostel. He shall allow free access to all those who want to visit the inmates during the day time. Any visitors during the night between 11 P.M. and 5 A.M. will, however, obtain his prior permission."

31. The duties enumerated above leave no room for doubt that the Hostel Superintendent is entrusted with the management of the hostel. He is required to see that hostel discipline is properly maintained. He is required to ensure proper accommodation, lighting, water supply and cleanliness of the hostel. It is his duty to arrange for medical examination of the sick inmates, their hospitalisation and sick diet. He supervises cooking. He acts as Secretary of the Local Hostel Committee. His permission is to be taken to visit an inmate between 11 P.M. and 5 A.M. He follows up the compensation case of the workers injured in course of their employment. There is no doubt that Brij Bhusan as Hostel Superintendent use to manage the affairs of the hostel. Exts W19 and W20 filed by Brij Bhusan, being statements of Profit Sharing Bonus of the Miners' Hostel at Kharkharee for the years 1964-65 and 1965-66, show that there were five Assistant Supervisors to assist Brij Bhusan in the work of supervision, so that he might give undivided attention to the managerial work. Hence he was primarily engaged in managerial work. In other words he used to exercise functions mainly of a managerial nature. It is not necessary that a person exercising function of a managerial nature should have the power of making appointments. If an individual has officers subordinate to him, whose work he is required to overlook; if he is to take decision and also the responsibility for ensuring that the matter entrusted to his charge are efficiently conducted and an ascertainable area or section of work is assigned to him, an inference of a position of management would be justifiable (*vide*, Standard Vacuum Oil Company v. Commissioner of Labour, 1959 (II) L.L.J. 771). Brij Bhusan was required to take decision in many matters. He was to decide whether medical examination was necessary in the case of any workman, whether he was to be sent to the hospital, what should be the proper sick diet for him. He had to decide what

steps should be taken for the proper maintenance of discipline in the hostel. He was required to follow up the compensation cases of the injured workmen; he had, therefore, to devise ways and means to ensure the recovery of proper compensation. The administration of the hostel was assigned to him; even the management could not interfere with such administration. He enjoyed a large amount of autonomy. He was answerable primarily to the Local Hostel Committee, of which he was the Secretary, and ultimately to the Central Hostel Committee. It was his responsibility to see that the hostel was efficiently run. It can, therefore, be inferred that he occupied a managerial post.

32. Mr. Choudhury, appearing on behalf of Brij Bhusan, in his attempt to establish that Brij Bhusan was a workman relied on the following Exhibits: Exts. W8, W9, W10, W11, W13, W14, W15, W18, W19, W20,

W35, W36, and M1. Ext. W8 consists of the returns of persons qualified for membership of the Coal Mines Provident Fund. These returns were prepared by Brij Bhusan. Exts. W9, W10 and W11 are letters written by Brij Bhusan to the Coal Mines Provident Fund Commissioner for the payment of provident money to some of the inmates of the hostel. W15 is a letter written by the Manager which shows that Brij Bhusan was sent to verify payment to C.R.O. miners'. Exts. W19 and W20 are the returns for profit sharing bonus of the Miners' Hostel at Khar-khaee, prepared by Brij Bhusan. Ext. W36 is a letter written by Brij Bhusan to the Dy. Director, Gorakhpur regarding the repatriated labourers. Exts. W8, W13, W14, W18, W35 and M1 have scarcely anything to do with the question under consideration. It is argued by Mr. Choudhury that these Exhibits show that the primary duty of Brij Bhusan was to prepare returns and write letters to the various authorities and that, therefore he was a workman within the meaning of the Industrial Disputes Act. I cannot accept this argument. It is absurd to suggest that from the 1st of August, 1961 to the 30th of September, 1967 he was paid for preparing the returns. Exts. W19 and W20 and for writing a few letters to the different authorities, or that during this period his primary duty was to prepare the returns and to write letters. Even a person doing managerial work may have to perform clerical work as well. If a person is mainly exercising functions of a managerial nature, but, incidentally or for a fraction of the time, also does some clerical work, he is to be regarded as doing managerial work. Reference may be made to the recent Supreme Court decision in *Ananda Bazar Patrika Ltd. v. Its Workmen*, 1970 (1) M.F.J. 1, wherein it has been said that if a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, he is employed in a supervisory capacity. Clause (iv) of Sec. 2(s) too speaks of functions "mainly of a managerial nature. Brij Bhusan was employed in a supervisory capacity and exercised functions mainly of a managerial nature, though incidentally or for a fraction of the time he performed clerical work. This conclusion follows from the evidence on record. He, therefore, cannot be regarded as a workman and the present dispute cannot be regarded as an industrial dispute.

33. The question may be examined in the light of clause (iii) of Sec. 2(s). Under that clause one who is employed mainly in the managerial or administrative capacity is not a workman. The proceedings of the meeting of the Central Hostel Committee held on the 19th of May, 1961 (Ext. W4) show that the Hostel Superintendent is in charge of the day-to-day administration of the hostel. That indicates that Brij Bhusan was employed in administrative capacity. Hence he cannot be regarded as a workman. The duties that he used to perform as shown above were mainly administrative in nature. Consequently, the present dispute cannot be regarded as an industrial dispute.

34. Mr. Bose, appearing on behalf of the management argued that Brij Bhusan was the employee of the C.R.O. and not of the Khar-khaee Colliery. He drew our attention to Exts. M1 and M5 in this connection. Ext. M1 is a letter dated the 28th March, 1963 written by the Executive Officer, C.R.O. to Brij Bhusan. The letter opens thus: "The Organisation is pleased to confirm you in your appointment as Camp Officer." Ext. M5 is the Leave Record of Brij Bhusan maintained by the C.R.O. Leave was granted to Brij Bhusan from time to time by the C.R.O. from 10th May, 1962 to 10 May, 1968. Ext. M5 also shows that between 28th October, 1959 to 7th October, 1967, Brij Bhusan was transferred to different collieries by the C.R.O. Ext. W30 dated 9th June, 1967 is an order granting leave to Brij Bhusan for 45 days; it was signed by the Executive Officer, C.R.O. The Executive Officer, C.R.O. granted leave for 15 days to Brij Bhusan by Ext. W31. Exts. M4 and M4(a) show that retrenchment compensation and notice pay were given to Brij Bhusan on 28th November, 1968 by the C.R.O.

Ext. M10 is also very significant. It consist of three pay bills for the last three months of 1967. In all these bills Brij Bhushan has described as an employee of the C.R.O. and all of them bear the signature of Brij Bhushan. These documents undoubtedly are a *prima-facie* evidence of Brij Bhushan being an employee of the C.R.O.

35. Mr. Chowdhury on the other hand draws my attention to clauses (3) and (4) of paragraph 8 of the proceedings of the meeting of the Central Hostel Committee held on the 5th of May, 1961. Clause (3) says that the Hostel Superintendents would be whole time employees of the management. Clause (4) says that the Hostel Superintendents would be appointed by the management with the approval of the Central Hostel Committee and the Coalfields Recruiting Organisation would have no authority or control over them. Ext. W2 shows that Shri S. C. Jain, one of the directors of Bharat Mining Corporation Ltd., was writing to the Coal Mines Welfare Commissioner and Chairman, Central Hostel Committee for the approval of the appointment of Brij Bhushan as the Hostel Superintendent of the Miners' Hostel at the Kharkharee Colliery. Ext. W17 is a letter, dated 30th November, 1965 written by the Manager of the Kharkharee Colliery to the Hostel Superintendent, that is, to Brij Bhushan. He was complaining about the insubordination of the Assistant Supervisors. The second paragraph of Ext. W17 runs thus: "The Miners' Hostel Staff is paid by the company and as such being its employee must behave with its superior staff properly. It may please be noted that C.R.O. is our representative simply for miners recruiting purposes and in no way can it interfere in our Hostel's administrative. Please direct the Miners Hostel staff to work properly and must not be misguided that they are governed by the C.R.O." Ext. W3 is a letter dated August, 1962 written by the Chairman, Central Hostel Committee to the Manager Kharkharee Colliery. The first two paragraphs are in these terms: "Shri B. B. Singh was recommended by you for appointment as Hostel Superintendent. The Chairman, Central Hostel Committee has approved his name as Hostel Superintendent...." These Exhibits tend to indicate that Brij Bhushan was an employee of the Bharat Mining Corporation Ltd. and not of the C.R.O.

36. But it is not possible to give any definite opinion on this point without further evidence. For example, it is not known to what extent the rules and regulations framed by the Central Hostel Committee were implemented. It appears that the C.R.O. was asserting its authority in spite of the decisions of the Central Hostel Committee as contained in Ext. W4. Brij Bhushan no doubt used to receive his pay and other allowances from the management of the colliery but he was required to submit his bill to the colliery for payment. He received payment not only for himself but also for the Assistant Supervisors. Evidently Brij Bhushan's name was not included in the muster roll of the colliery. According to Mr. Chowdhury, Ext. W4 conclusively proves that Brij Bhushan was an employee of the colliery. But from the materials on record it is not possible to say whether the recommendations of the Central Committee as embodied in Ext. W4 were implemented. The Hon'ble High Court at Patna has held in *Chandrabali v. Tata Iron & Steel Co.* 1965 (II) L.L.J. 214 that a C.R.O. miner is a workman under the colliery. But Brij Bhushan was not a miner. He was Hostel Superintendent. It has been pointed out by the High Court at Patna that a C.R.O. miner is under a double control. But in the case of Brij Bhushan materials on record show that the colliery authorities had very little control over him. On 30th November, 1965 the Manager of the colliery wrote to Brij Bhushan complaining about the conduct of the subordinate Hostel Staff and requested Brij Bhushan to direct the Miners Hostel Staff to work properly (Ext. W17). This shows that he occupied more or less an independent position, do not want to dilate upon this point any more. As indicated above, in the absence of further evidence I am not in a position to decide whether Brij Bhushan was an employee of the colliery or of the C.R.O., nor is it necessary for me to decide this point in view of my other findings. I am, therefore, keeping this point open.

37. The last of the preliminary issues raised by Mr. Bose is whether there could be any dispute with the Kharkharee Colliery. It may be remembered that Brij Bhushan was transferred to the Churi Colliery with effect from the 1st of October, 1967 and that he drew his pay and other allowances from the Churi colliery for the last three months of 1967. Brij Bhushan no doubt says in his deposition that he was transferred temporarily with the assurance that he would be brought back to the Kharkharee Colliery after 2 or three months. He further says that he objected to the transfer. These statements of Brij Bhushan are not corroborated by other materials on record. I am not prepared to accept his uncorroborated testimony on this point. Ext. M6 rather shows that he was voluntarily transferred to the Churi Colliery. Ext. M6, a letter dated the 27th of September, 1967 written

by Brij Bhusan to the Executive Officer, C.R.O., ends with these words: "In the end I would like to say that I shall shift the camp to Churi as soon as the payment.....are finalised on the promised date". The opening line also indicates that the camp was shifted to the Churi Colliery at the instance of the C.R.O. Ext. M5 shows that Brij Bhusan was transferred to various collieries from time to time by the C.R.O. between 1959 and 1967, though he worked continuously at the Kharkharee Colliery from 1st August, 1961 till his transfer to the Churi Colliery in October, 1967. Immediately before the 1st of January, 1968 he was undoubtedly employed at the Churi Colliery. Brij Bhusan claims to be an employee of the Kharkharee Colliery before his transfer to the Churi Colliery. If that be so, he must be treated as the employee of the Churi Colliery after his transfer to that colliery. It is in evidence that the Churi Colliery belongs to the United Karanpura Collieries Ltd., whereas the Kharkharee Colliery belongs to the Bharat Mining Corporation Ltd. The two companies are different entities in the eye of law. Mr. Chowdhury says that both the collieries are under the same management. But there is no averment to that effect in the written statement of Brij Bhusan. Materials on the record on this point is too meagre. It appears that some of the Directors are common. It appears that the representative of the Kharkharee Colliery stated before the Conciliation Officer that the management of both the collieries are the same. But it is not known who is in charge of the management of both the collieries. No conclusion can be drawn on such vague statements before the Conciliation Officer. Even assuming that the Bharat Mining Corporation Ltd., owner of the Kharkharee Colliery is in virtual management of the Churi Colliery, even when during the last three months of 1967 he could not be regarded as an employee of the Bharat Mining Corporation Ltd.

38. Reference may be made once more to the case of Sindhu Resettlement Corporation Ltd. v. Industrial Tribunal, Gujarat, 1968 (I) L.L.J. 834: In that case too the concerned workman was transferred from Sindhu Corporation to Hotchief Private Ltd., which was a subsidiary of the former. Being a subsidiary, Hotchief Ltd. was controlled by Sindhu Corporation. The service of the workman concerned was terminated by Hotchief Ltd. The Supreme Court held that on transfer the service of the workman concerned came to an end and that when he was retrenched by Sindhu Hotchief he could not claim reinstatement in the Sindhu Corporation. On the same principle, Brij Bhusan in the instant case cannot ask for employment in the Kharkharee Colliery as his services were terminated by the Churi Colliery, even if it be assumed that the two collieries are virtually under the same management. In the Sindhu Corporation's case the corporation merely stated that with effect from a specified date the services of the workman concerned were placed at the disposal of Sindhu Hotchief. No specific order was passed terminating his services in the Corporation. In the instant case Brij Bhusan was really transferred by the C.R.O. and he joined the Churi Colliery on his own accord. If he regarded himself as the employee of the Kharkharee Colliery while he served in that colliery on being transferred by the C.R.O. from the other colliery, there is no reason why he should not consider himself as the employee of the Churi Colliery while he served in that colliery. The workman concerned in the Sindhu Corporation case served under Hotchief for more than five years, whereas in the instant case Brij Bhusan worked in the Churi Colliery for three months. In my opinion, that is of no consequence. I, therefore, hold that Brij Bhusan is not entitled to raise any dispute with the Kharkharee Colliery on the ground of his termination of services, because his service was in fact terminated by the Churi Colliery.

39. To sum up what has been stated above, the present reference is incompetent on the following grounds: (1) that Brij Bhusan, the concerned workman or the union did not raise the instant dispute with the management of the Kharkharee Colliery, (2) that Brij Bhusan cannot be regarded as a workman within the meaning of the Industrial Disputes Act; and (3) that Brij Bhusan is not entitled to raise an instant dispute with the management of the Kharkharee Colliery, his services having been terminated by the management of the Churi Colliery. Hence I am compelled to pass a 'no dispute' award and to hold that the concerned workman is not entitled to claim any relief whatsoever from the management of the Kharkharee Colliery. I award accordingly.

40. A copy of this award may be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,
Presiding Officer,

[No. 2/165/63-LRII.]

New Delhi, the 23rd June 1971

S.O. 2493.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Ghugus Colliery of Messrs Ballarpur Collieries Company, Post Office Maneckpur, District Chandrapur, Madhya Pradesh and their workmen, which was received by the Central Government on the 17th June, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Dated April 27, 1971

PRESENT:

Shri M. Chandra, Presiding Officer.

CASE No. CGIT/LC(R)(11) OF 1970

UNDER SECTION 10 I.D. ACT

PARTIES:

Employers in relation to the management of Ghugus Colliery of Messrs Ballarpur Collieries Co., P.O. Maneckpur, District Chandrapur (M.S.) represented through the Vidharbha Khan Kamgar Sangh, Chandrapur (M.S.)

APPEARANCES:

For Workmen—Sri Nizamuddin, workman concerned.

For employers—Sri R. K. Singh, Labour Officer.

INDUSTRY: Coal Mine

DISTRICT: Chandrapur (MS)

AWARD

This is a reference under Section 10 of the Industrial Disputes Act. By an order No. 5/13/70-LR.II dated 22nd October, 1970 the Central Government referred to this Tribunal the following dispute as given in the schedule attached to the order of reference:—

“Whether the management of Ghugus Colliery of Messrs Ballarpur Collieries Company was justified in terminating the services of Shri Nizamuddin son of Shri Maiku, Dresser with effect from the 1st January, 1970? If not, to what relief is the workman entitled?”

Shri Nizamuddin, the workman, was granted 12 days leave with effect from 17th December, 1969 on account of the illness of his wife. He returned from his village to rejoin his duties on 4th February, 1970. Before that the management wrote to him on 20th January, 1970 that his services stood automatically terminated since he had failed to return within 10 days of the expiry of his leave and also failed to explain to the satisfaction of the management his inability to return immediately on the expiry of the leave. Consequently he was not allowed to join his duties on 4th February, 1970 when he wanted to do so.

Briefly stated the workmen's case was this. He had gone on leave to see his ill wife at the village Barwelikhalsa in district Allahabad in Uttar Pradesh. There was nobody else to look after her. Sri Nizamuddin had to look after her and to do the household work. He himself fell ill at the village and was under the treatment of Dr. Inder Kumar Maheshwari from 22nd December, 1969 to 20th January, 1970. He wrote to the management about his inability to return for duty and requested for “the extension of 20 days leave”. This letter was received by the Manager, Ghugus Colliery, on 6th January, 1970 but no reply was sent to him. He became weak because of his illness. Moreover, his mother-in-law died on or about 19th January, 1970. Consequently, he applied again for extension of leave for 15 days and sent a registered letter on 22nd January, 1970. He received no reply to this letter also. On 28th January, 1970 he received all of a sudden a letter from the Manager Ghugus Colliery saying that his services stood automatically terminated. He then reached Ghugus on 3rd February, 1970 after two days journey and presented himself in the Colliery on 4th February, 1970, but was not allowed to work by Sri Memidwar. As desired by the Manager Sri Nizamuddin submitted an apology to him on 10th February, 1970. The Manager ordered that the worker should be allowed to go on work and asked him to join his duties on 11th February, 1970. But Sri Murty Babu did not permit him to join his duties and asked him to wait for the arrival of the Manager who had gone to Nagpur. On

16th February, 1970 he was again asked to wait. He was continuously going to the office till 20th February, 1970. On that date the Manager abused him and did not allow him to join his duties. When he asked for return of his apology letter Sri Saran tore the portion of the letter where he had passed the order in the margin and handed over the letter to Sri Nizamuddin. He claims that although he had worked for 12 years his services were illegally terminated by the Manager without reasonable cause with a *mala fide* intention to cause him inconvenience, trouble and harassment. He thus prayed for reinstatement with back wages from the date of the termination of his services.

The non-applicant denies that the worker was under the treatment of Dr. Inder Kumar Maheshwari from 22nd December, 1969 to 20th January, 1970 and that the worker sent any application for extension of his leave. All that the worker did, according to the management, is that he sent a medical certificate dated 18th January, 1970. The management alleges that Sri Nizamuddin's services were not terminated by the Manager but stood automatically terminated because of his overstay after sanctioned leave under Standing Orders 7(f). The certificate of 18th January, 1970, according to the management, is vague and has been obtained by the worker with an ulterior motive. It is further contended by the management that since the services of the worker stood automatically terminated, there was no question of their being a dispute regarding a justification for termination of Sri Nizamuddin's services and the reference is consequently bad in law and beyond the jurisdiction of this Tribunal. It is further alleged that the Union representative agreed on 28th March, 1970 before the Asstt. Labour Commissioner not to press the matter and that thereafter no dispute remained.

The workmen replies that the alleged Standing Order has been misinterpreted by the management, that he was not given any occasion to explain as to why he could not join his duty in time and that as the workman had been sending petitions for extension of his leave he could not be said to be unable to explain his delay. The question of the justification for termination has consequently been, always the workman, rightly referred to this Tribunal and is within its jurisdiction.

The following issues now arises for determination:—

Issues:—

1. Whether the management of Ghugus Colliery of Messrs Ballarpur Collieries Company was justified in terminating the services of Shri Nizamuddin son of Shri Maiku, Dresser with effect from the 1st January, 1970? If not, to what relief is the workman entitled?
2. Do the services of the workman stand automatically terminated under Standing Orders 7(f)? If so, is the reference bad in law and beyond the jurisdiction of this Court?
3. Did the Union representative on behalf of the worker agree not to press the matter before the Asstt. Labour Commissioner on 28th March, 1970. If so, its effect?

Findings:—

Issue No. 1.—Clause 7(f) of the Standing Orders runs as follow:—

"(f) If a workman remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lien on his appointment unless:

- (a) returns within 10 days of the expiry of his leave, and
- (b) explains to the satisfaction of the Manager his inability to return on the expiry of his leave.

In case, the workman loses his lien on the appointment he shall be entitled to be kept on the "Badli" list.

Notwithstanding anything mentioned above any workman who overstays his sanctioned leave or remains absent without reasonable cause will render himself liable for disciplinary action"

This clause clearly provides that if the applicant does not return within 10 days of the expiry of his leave and explains to the satisfaction of the Manager his inability to return on the expiry of his leave he loses his lien on the appointment. The loss of lien is automatic. It was held in National Engineering Industries Ltd. Vs. Hanuman (1967-II-LLJ 883) that once a workman loses his lien on appointment he loses the appointment itself.

In the present case, it is admitted that the workman did not return within 10 days of the expiry of his original leave. The allegation of the workman is that the workman applied for extension of leave by the Manager Ghugus Colliery on 6th January, 1970. It is also alleged that since no reply was sent the workman took it for granted that his leave had been sanctioned. Another application dated 19th January, 1970 for further extension of leave is also alleged by the workman to have been sent to the management. But neither of these applications have been proved. Sri Sukhdey (E.W. 1) Manager Ghugus Colliery stated on oath that no application for extension of leave by Sri Nizamuddin after the expiry of his leave was received by him. He categorically stated that no registered application was received from Sri Nizamuddin for extension of his leave. I do not see any reason to disbelieve his sworn testimony on the point.

It is true that Sri Krishna Autar Bajpai (W.W. 2) states that on 31st December, 1969 a registered letter was sent to the Manager Ghugus Colliery, Chanda and that usually a registered letter is not lost. He, however, admits that the registered letter was not sent acknowledgement due and so it could not be said whether it was actually received in the colliery office. Sri Nizamuddin (W.W. 1) certainly stated that he applied for extension of leave for 20 days on 31st of January and that he sent a second application for extension of leave on 22nd January, 1970. He does not say that he sent any letter for extension of leave on 31st December, 1969. He was repeatedly asked whether he fell ill in December 1969 but he continued with his statement that he fell on 31st of January, 1970. It is contended that he was only making a mistake in respect of the month and that it was really sent on 31st of December, 1969. But then Sri Nizamuddin was also asked as to what he sent in those two registered covers. He said that in both the registered envelopes he sent only medical certificates of the Doctor. It cannot, therefore, be said that it has been established that the applicant applied for extension of leave twice or even once. It is on 4th February, 1970 that the applicant came to the Manager for the first time. There is nothing to show that he was not allowed to join as alleged by the workman. He is himself a highly interested witness. It is consequently not possible to rely on his uncorroborated statement.

He alleges that he was ill. Was he really ill? Dr. Inder Kumar Maheshwari has come into the witness box. But it is not possible to rely on his statement. Dr. Maheshwari says that he treated Sri Nizamuddin with effect from 28th December 1969 till 21st January, 1970. He says that Sri Nizamuddin was being treated for Typhoid and that his temperature on 28th December, 1969 was 104.5. He says that Sri Nizamuddin used to come to him for treatment during his illness and came on 31st December, 1st January, 3rd January and 6th January. Only one of the certificates is on record. It is highly improbable that a person having 104.5 degrees temperature and suffering from Typhoid would come almost every day for treatment. The doctor says that he was given no injection. While Sri Nizamuddin himself stated that the doctor gave him injections in addition to a mixture to drink and that he went to the doctor's dispensary daily for the entire period of 35 days. In his statement of demands Sri Nizamuddin said that he had been under the treatment of Dr. Maheshwari with effect from 22nd December, 1969. But in the witness box he said that he fell ill on 31st January, 1970 even after the date he had stated in the statement of demands was pointed out to him. Dr. Maheshwari also does not say that Sri Nizamuddin came to him earlier than 28th December, 1969. When Ex. W/6 was shown to him all that the witness said that he might have gone to see Sri Nizamuddin on 21st December, 1969 also. It is not possible to rely on the statement of either the doctor or Sri Nizamuddin regarding his illness.

There is consequently nothing to show that his lien continued against the provisions of Clause 7(f) of the Standing Orders. In *Workmen of Buckingham and Carnatic Mill Vs. Buckingham and Carnatic Company* (1970-I-LLJ p. 26) it was held that Standing Orders certified under the Industrial Employment (Standing Orders) Act, 1948 became statutory terms and conditions of the service and will govern relationship between the parties.

The result is that the termination of the services of Sri Nizamuddin with effect from 1st of January 1970 which was really an automatic termination under Clause 7(f) of the Standing Orders cannot be said to be either illegal or unjustified. Therefore no other relief can be given to him except that he was entitled to be kept on the Badli list under Cl. 7(f) of the Standing Orders.

Issue No. 2.—It is true that the services of the workman stood automatically terminated as held under issue No. 1, but the dispute had been raised before the Conciliation Officer that the termination of the services of Sri Nizamuddin was illegal and *mala fide* and was unjustified. This was, therefore, a subject matter

of dispute between a workman and the employer and the reference cannot therefore be said to be bad in law and beyond the jurisdiction of this Court.

Issue No. 3.—All that annexure 2 shows is that the Union leader agreed on 28th March, 1970 not to press that matter before the Asstt. Labour Commissioner (Central). It cannot be said that the matter was entirely given up and cannot be raised again. It was in fact reopened twice by the Conciliation Officer himself. The reference cannot therefore be said to be bad in law merely because the Union representative agreed not to press the matter before the Asstt. Labour Commissioner. I find this issue against the non-applicant.

In view of my finding on Issue No. 1, the workman is not entitled to any relief except that his name should be kept on the Badli list. The award is made accordingly and submitted to the Central Government. In the circumstances of the case, there is no order as to costs.

(Sd.) M. CHANDRA,
Presiding Officer.

Dated the 27th April, 1971.

[No. 5/13/70-LR.II.]

R. KUNJITHAPADAM, Under Secy.